BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF

The General Manager (ICT & MIS),
5th floor, Belaku Bhavana
Corporate office, BESCOM,
K.R Circle, Bangalore-560001
Email: gmit@bescom.co.in

REQUEST FOR PROPOSAL

"Providing Comprehensive Consultancy Services for BESCOM"

Tender Reference: BESCOM/2025-26/SE0390

Date and time for commencement of downloading of tender document from the KPP portal https://kppp.karnataka.gov.in	As per KPP portal
Last date and time for seeking clarifications if any	As per KPP portal
Date, time and venue of Pre-bid meeting	As per KPP portal
Venue	The General Manager (ICT & MIS), 5th floor, Belaku Bhavana Corporate office, BESCOM, K.R Circle, Bangalore-560001
Last date and time for submission/uploading of tender in the KPP portal https://kppp.karnataka.gov.in	As per KPP portal
Date and time for opening of the technical tenders	As per KPP portal
Date and time for opening of the financial tenders	Will be notified to the qualified tenderers on the KPP portal

DISCLAIMER:

This Request for Proposal (RFP) is for providing "**Comprehensive Consultancy Services for BESCOM**". Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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1	Tender Inviting Authority	GM (ICT & MIS), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Earnest Money Deposit	Rs.9,26,150/-

10	Name of the contact person for any clarification	GM (ICT & MIS) Email: gmit@bescom.co.in Phone : 080-22261911
11	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly Owned by Government of Karnataka)

Office of General Manager (ICT & MIS)
Corporate Office, BESCOM, K.R. Circle
Bangalore 560001

E-mail: gmit@bescom.co.in

SECTION-1: LETTER OF INVITATION

a) Request for Proposal for selection of Bidder for **"Availing Comprehensive Consultancy Services to BESCOM".** The consultancy services for a period of 2 years from the date of issuance of Detailed Work Award.
b) The General Manager ICT & MIS, BESCOM invites Request for proposal (RFP) from eligible bidders to provide "**Comprehensive Consultancy Services for BESCOM**" for a period of 2 years.
c) The ICT&MIS Section of BESCOM is responsible for Planning, Development, Implementation, Monitoring and Maintenance of IT applications/infrastructure of BESCOM. Bidder shall provide Consultancy Services for BESCOM to handle current and upcoming IT projects. More details on the Services are provided in the attached Terms of Reference.
d) The method of selection of bidder shall be **Quality and Cost Based Selection (QCBS) Proposal in line with the** Karnataka Transparency in Public Procurements Act, 1999 (KTPP Act) and its rules, particularly those governing the procurement of consultancy services. Bidders shall submit their proposals under a Two-Cover system, consisting of:
Cover–1: Technical Proposal, and
Cover–2: Financial Proposal.
Both covers shall be submitted simultaneously. The Technical Proposals shall be opened first and evaluated as per the criteria specified in the RFP. Financial Proposals of only those bidders who qualify in the Technical Evaluation shall be opened subsequently.
e) The final selection shall be based on the combined score obtained by the bidder, with weightage assigned to Technical and Financial Proposals as prescribed in this RFP document.

Requirements of Bidders:

a) For the purpose of all the criteria, only the bidding entity will be considered. Experience of any parent, subsidiary, associated or other related entity will not be considered.
b) Wherever there is problem in providing name or cost of project due to non-disclosure agreement with the clients, the bidder can provide a certificate from Company Secretary.

c) If the contract order does not indicate the required Qualifying Criteria, a supporting document such as RFP, Client certificate clearly indicating the required Qualifying Criteria shall be submitted.

1.0 PRE-QUALIFYING CRITERIA

Pre-Qualifying requirements for selection of bidder are mentioned here under:

Sl. No.	Requirement Description	Documents to be uploaded
Technical Criteria:		
1	The bidder should be a consultancy firm empanelled under all **three categories A, B and C** by the National e-Governance Division, NeGD, Ministry of Electronics & Information Technology (MEITY).	Copy of the latest empanelment done through National e-Governance Division, Ministry of Electronics & Information Technology.
2(A)	The Bidder should be in existence of any of the following: Companies incorporated in India under the Companies Act, 1956/2013 including any amendments thereto;	1) Certificate of Incorporation issued by Registrar of Companies of Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the company 2) Annual filings (E-forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years 3) Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s)
2(B)	LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1) Certificate of incorporation issued by Registrar of Companies as per LLP Act 2008. 2) Limited Liability Partnership Agreement of LLP 3) Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Govt. of India) for preceding two financial years.
2(C)	Partnership Firm under Partnership Act, 1932 in India;	Partnership Deed, GST Registration Certificate.

	Sole Proprietorship Concern	Shops & Establishment Registration Certificate, as applicable. PAN/GST Registration Certificate
3	The Bidder shall have experience in the Public Power Distribution Utility in India in providing PMU/PMA/PMC services for projects, with the value not less than INR 10 Crores in at least one project during the last five (5) financial years — 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25.	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
4	The bidder shall have provided IT Consultancy services for at least ONE integrated IT project to any Public Power Distribution Utility in India during the last five Financial Years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 involving following sub-projects: 1)GIS 2)Revenue Management System (Metering, Billing , Collection, New Connection, Disconnection and Dismantling) 3)ERP 4)MDM/MDAS 5) Customer Care 6)Own Data centre & Cloud based DRC operations	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
5	The bidder shall have experience in at least one Cyber related projects in Public Power Distribution Utility in India during the last five Financial Years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
6	The bidder shall have experience in atleast 02 (two) assignments, 01 each on the following topics over the past 05(five) years preceding the last date for submission of Proposal.	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.

	a. Assignment on Strategy / Implementation Support / Program Management /Transformation with Government authorities- Centre or State /or their agencies/PPP agencies in India. b. Assignments on increasing revenues /reducing expenses/innovative or low cost funding /PPP models/Budget management or transformation with Government Authorities-Centre or State/ Multilateral agencies/ Developmental banks, in India or Globally.	
7	The bidder shall have experience in at least one project as PMU/PMC/PMA in Public Power Distribution Utility in Karnataka during the last five Financial Years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
8	The bidder shall have a valid CMMi level 5 Certification.	Valid Relevant Certificate from valid CMMI institute and available on Published Appraisal Result System (PARS)
9	The Bidder should have minimum 300 resources on-roll for consultancy.	A self-declaration signed by authorized signatory
Financial Criteria:		
10	Bidder shall have annual turnover not less than twice the amount put to tender combined for last three financial years' i.e. (2021-22, 2022-23, 2023-24).	Certified copies of Audited Financial statements (P & L Statements, Balance Sheets duly sealed and signed) providing the Turn Over details.
11	The Liquid Assets as on date of 31.10.2025 of tender inviting date or at a later date before the submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/ Scheduled Commercial	The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the bidder has banking facilities. In case of Fund based credit facility, the certificate issued

	Bank shall not be less than 25% of the amount put to tender. If the bidder has banking with more than one Bank, then the available liquid assets balance mentioned above on a particular date i.e., as on 31.10.2025 or any date before submission of bids shall be the same date for all the banks. (Same or higher amount of liquid assets shall be maintained/showcased at the time of the issuance of LOI.)	by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.10.2025 or at a later date, before submission of the bid.
General Criteria:		
12	The bidder should not be under default/debarred/blacklisted by any Government Department (State and Central Government) or PSUs or Private Company as on the last date of submission of Bid.	Scanned copy of the self–declaration on notarized stamp paper of Rs.500/-by the bidder adhering to this clause shall be uploaded. The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.
13	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/-shall be uploaded. The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.

a) In this tender, Only Single Bidder is allowed for participation and **No Consortium is allowed.**

b) Even though the bidders meet the above criteria, they are subject to be disqualified if they have:
   a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
   b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
   c. Interested bidders may submit their proposals for implementation of the proposed work along with requisite EMD declaration (as notified in the KPP Portal) through online at https://www.kppp.karnataka.gov.in.
   d. Earnest money deposit: Please refer EMD clause (SECTION-2, Clause 4.2 of Information to Bidders)
   e. Tender Processing fee: As per stipulation in the KPP portal.

2.0 QUALITY AND COST BASED SELECTION (QCBS CRITERIA):-

2.1. Technical Evaluation Criteria

The Pre-qualified bidders will be considered for technical evaluation. The agency participating for the bidding process should have to qualify the QCBS criteria. The agency scoring 80%(400) marks and above in QCBS criteria will be considered for opening of Financial bids.

Sl.No.	Evaluation Criteria	Total Marks
1)	Bidder's Experience	125
2)	Team Assessment	175
3)	Presentation	200
	Total Marks	**500**

Note: The bidders will be invited to make a presentation. The notice for bidders for technical presentation will be intimated individually through mail.

I	**Bidder's Experience [including both ongoing (should be equal to or more than 1 year) or completed projects] - (Total 125 marks)**					
Sl. No.	**Criteria**	**Basis for Evaluation**			**Max Marks**	**Supporting Documents**
1	The bidder shall have experience in Public Power Distribution Sector in India during the last 5 financial years		**Project Value**	**Marks**		Contract order/ Contract agreement/ Detailed Work Award along with
		a	Providing PMU/PMA/PMC for projects with contract value	20	20	

	i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25		more than INR 4 crores in each contract *- 5 marks per project (subject to maximum 20 marks)*			satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
		b	Providing PMU/PMA/PMC for Smart Metering implementation with more than 20 lakh consumers *-5 marks per project (subject to maximum 10 marks)*	10	10	
		c	Providing PMU/PMA/PMC for ERP implementation with at least Finance, Human Resources, Material Management Modules. *-5 marks per project (subject to maximum 5 marks)*	5	5	
2	The bidder shall have provided IT Consultancy services for at least ONE integrated IT project to any Public Power Distribution Utility in India during the last five Financial Years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 involving following sub-projects: 1) GIS 2) Revenue Management System (Metering,	a	**No of Sub Projects**	**Marks**	55	
			5 sub projects	55		
			4 sub projects	45		
			3 sub projects	35		
			2 sub projects	25		

	Billing , Collection, New Connection, Disconnection and Dismantling) 3)ERP 4)MDM/MDAS 5) Customer Care					
3	The bidder shall have experience in Cyber related projects in Public Power Sector Utilities in India during the last five Financial Years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.	a	*- 5 marks per project (subject to a maximum of 15 marks)*	15	15	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
4	The bidder shall have experience as PMU/PMC/PMA in Public Power Sector Utilities in Karnataka.	a	*5 marks per project* *-Subject to a maximum of 20 marks*	20	20	Contract order/ Contract agreement/ Detailed Work Award along with satisfactory work completion certificate issued by an officer not below the rank of Executive Engineer/ equivalent rank.
II. Team Assessment - Total 175 marks						
Full Time Consultants						
Sl. No.	**Key Personnel Requirement**	**Scoring Details**		**Max Marks**	**Supporting Documents**	

1.	Portfolio Manager	B.Tech/B.E /MCA and MBA (or any equivalent full time management program of at least 12 months) with at least 15 years of experience in power sector. Minimum of 4 Years of Experience with Government / Public Sector of handling large scale technology projects in **Power Utilities Billing/ GIS/ ERP/SCADA/EMS/Digital Strategy/Data Analytics.** At least **1 year** of International Experience in Management/Technology Consulting, Strategic Planning, Change Management, Management. Should have successfully delivered at **least 5 projects.**	25	Self-Certified CV with Signature of Authorized Signatory
2.	Management Consultant(MC)	At least Graduate or equivalent in the relevant domain specific graduation from a recognized University or Institution Minimum 12 Years work experience in utility **common billing solution, IPDS(Integrated Power Development Scheme),Revenue management systems(TRM)**. Should be well-versed of Government policy/welfare schemes / trends around Indian Power Sector. Minimum **3 years of Experience in Government / Public Sector.** Should have successfully delivered at least **4 projects in areas of Utility common Billing**	20	

		Solution, Revenue Management Systems.		
3.	Power Distribution-Subject Matter Expert (SME)	At least Graduate or equivalent in the relevant domain specific graduation from a recognized University or Institution Minimum 12 Years work experience in **power distribution sector.** Should be well-versed of Government policy/welfare schemes / trends around **Indian Power Distribution Sector in areas of technology, Operation & maintenance.** Minimum **3 years of Experience in Government / Public Sector.** Should have successfully delivered at least **4 projects in Power Distribution Utilities.**	20	
4.	Financial Expert-Subject Matter Expert (SME)	At least Graduate or equivalent in the relevant domain specific graduation from a recognized University or Institution Minimum 12 Years work experience in power sector. Should be well-versed of Government policy/welfare schemes / trends around Indian **Power Sector in areas of Financial Modelling, Project Appraisals, Project Finance etc.** Minimum **3 years of Experience in Government / Public Sector.** Should have successfully delivered at least **4 projects in areas of Indian Power Sector.**	20	

5.	IT application – Subject Matter Expert (SME)	At least Graduate or equivalent in the relevant domain specific graduation from a recognized University or Institution Minimum 12 Years work experience in **ERP projects with at least at least 3 projects in power sector.** Should be well-versed of Government policy/welfare schemes / trends around Indian Power Sector in areas of Oracle ERP implementations. Knowledge of ERP platforms (SAP, Oracle, Microsoft Dynamics, etc.). is an added advantage. Minimum **3 years of Experience in Government / Public Sector.** Should have successfully delivered at least **4 projects in areas of ERP.**	20	
6.	IT Infrastructure - Principal Technology Consultant (PTC)	BE/M.Tech/MSc (in IT, Math)/MCA with minimum 12 years of extensive experience as a technical consultant **in IT Infrastructure domain.** Should have advanced knowledge of **Hardware & Networking, DC, DRC, Security,** ability to increase end-user proficiency, ability to ensure optimal system functionality by monitoring performance metrics. Proficiency in providing efficient web-portal support. Should have successfully delivered at **least 4 projects.**	20	
7.	AMI- Senior Technology Consultant (TSC)	BE/M.Tech/MSc (in IT, Math)/MCA	15	

		At least 8 Years of extensive experience as an **AMI/AMR consultant in AMI/AMR projects** out of which at least 5 years in **AMI projects in Power Sector.** Should have advanced knowledge of **AMI concepts viz. MDM, HES, MDM-HES integration , Smart Metering etc.** Should have successfully delivered at **least 3 projects in AMI/AMR**		
8.	System Integration-Senior Technology Consultant (TSC)	BE/M.Tech/MSc (in Engineering, IT, Computer Science) At least 8 years of extensive experience in as a technical consultant in supervising / implementing **IT / OT integration projects with at least 3 years in the power sector.** Should have successfully delivered at least **3 integration projects**	15	
9.	Technology Consultant-1	BE/M.Tech/MSc (in IT, Math)/MCA At least 5 Years Extensive experience as a technical consultant in domains such as **Cyber Security, DR/DRC and Cloud hosting.** Should have Should have **successfully delivered at least 3 projects** in any of the above domains.	5	
10.	Technology Consultant-2	BE/M.Tech/MSc (in IT, Math)/MCA	5	

		At least 5 years of extensive experience as a technical consultant in domains such as **EV, Solar, Power Purchase, Project Management, DSM, or DAS.** Should have **successfully delivered at least 3 projects** in any of the above domains.		
11.	Technology Consultant-3	BE/M.Tech/MSc (in IT, Math)/MCA At least 5 years of extensive experience as a technical consultant in domains such as **business analysis, preparation of BIP/MIS reports, and development of dashboards.** Should have **successfully delivered at least 3 projects** in any of the above domains.	5	
12.	Technology Consultant-4	BE/M.Tech/MSc (in IT, Math)/MCA At least 5 years of extensive experience as a technical consultant in domains such as **AI, Blockchain, or other emerging technologies.** Should have **successfully delivered at least 3 projects** in any of the above domains.	5	
III.	**Technical Presentation - (Both Proposal and Presentation shall be considered for evaluation) - 200 Marks**			
	Key Activities		**Max marks**	**Document to be uploaded**
1	a. Understanding of the objectives		60	Presentation Document
	b. Approach and methodology		60	
	c. Suitability of the transfer of knowledge program		30	
	d. Work plan		50	

3.0 EVALUATION OF FINANCIAL BID

The method of selection is Quality and Cost Based Selection (QCBS) with Technical and Financial weightages of 80:20

a. The Price Bids of only technically qualified bidders (**Bidders who score minimum 400 marks)** will be opened for evaluation.
b. The Evaluation methodology for this bid is Quality and Cost Based Selection (QCBS) with Technical and Financial weightages of 80:20.

Normalized Technical score:

$$\text{Normalized technical score (TS) of a bidder} = \frac{\text{(TS of the bidder)}}{\text{(T1)}} \times 100$$

Where, TS is the technical score

T1 is the score of bidders with the highest TS

Normalized Financial score:

$$\text{Normalized Financial score (FS) of a bidder} = \frac{\text{(L1)}}{\text{(Price of the bidder)}} \times 100$$

Where, FS is the financial score

L1 is the least bidder Price

Final score(S) = (0.8* Normalized TS) + (0.2 * Normalized FS)

The bidder who scores maximum Final score (S) will be declared as successful Bidder (Q1).

I. BESCOM shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.
II. To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined above. No other criteria or methodology shall be permitted.

The firms have to quote for the complete package as a whole. To evaluate the Price Proposal, the online Price quoted in Price Proposal Submission Sheet shall be considered by BESCOM. The price quoted shall inclusive of all applicable taxes such as income tax, GST etc. & all other including own arrangements for workshops, transport, travel and for accommodation to himself & their staff, photograph, videography, stationery charges and all other related expenses for completing the scope of work & terms and conditions included in the RFP. For the purpose of the Evaluation and Comparison of Bids, the following meanings and definition will apply: “Bid Price” shall mean the Price as quoted by each Bidder in their Proposal for the complete Scope of Works inclusive of all Applicable Tax, Duty, Levy charges quoted by each Bidder in their Proposal for the complete Scope of Works.

SECTION- 2. INFORMATION TO BIDDERS

1.0 INTRODUCTION:

1.1 The Client named in the "Data Sheet" will select bidder among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.

1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if specified in the Data Sheet. Attending the pre-proposal conference is optional. The bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BESCOM expects bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:

a) firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the firms.

b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.8 It is BESCOM's policy to require that bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BESCOM:

a) defines, for the purposes of this provision, the terms set forth below as follows:
b) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
c) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BESCOM of the benefits of free and open competition.
d) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
e) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM-financed contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a BESCOM-financed contract; and
f) will have the right to require that, BESCOM to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.0 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Bidders may request a clarification of any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent through electronic mail/KPP indicated in the Data Sheet. The Client will respond to such requests and will upload copies of the response in KPP only (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be uploaded in KPP only and will be binding on all invited bidders. The Client may at its discretion extend the deadline for the submission of proposal.

3.0 PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal written in the language(s) specified in the Data Sheet. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Client, shall be written in language(s) specified in the Data Sheet. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language(s) specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Technical Proposal:

3.2 In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in KPP portal may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:

a) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet.
b) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
c) Proposed key professional staff must at a minimum have the experience indicated in the Technical Evaluation Criteria.
d) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
e) Reports to be issued by the bidder as part of this assignment must be in the language(s) specified in the Data Sheet.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

a) A brief description of the organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
c) A description of the methodology and work plan for performing the assignment (Section 3D).
d) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
e) CVs recently signed by the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

f) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
g) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

3.6 Financial Proposal

I. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).
II. The bidders should quote their total price offer in KPP portal for all the services sought by the department in the Terms of Reference, including the all applicable Taxes. The breakup of cost for all items of the RFP shall be provided to the client in the event of the order. Firm shall express the price of their services in Indian Rupees.
III. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

4.0 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS:

4.1 Interested bidders shall submit their proposal via the Karnataka Public Procurement (KPP) portal. The proposal must contain the Technical and Financial Bid. Bidders must be registered on the KPP portal and should be familiar with the e-tendering process. Bids not submitted through the KPP portal will be disqualified.

4.2 Earnest Money Deposit (EMD)

4.2.1 The bidders are requested to pay EMD as indicated in the KPP portal along with the Technical Bid.
4.2.2 The bidder can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:
   i. Credit Card
   ii. Direct Debit
   iii. National Electronic Fund Transfer (NEFT)
4.2.3 The bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the bidder taking into account the following conditions:
   a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
   b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank Before Bid

submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favor of KPP, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in KPP portal.

For the details on e-Payment services refer to KPP portal for more details on the process.

4.2.4 The original Bid (Technical Bid) shall be prepared as per RFP document.

4.2.5 An authorized representative of the bidder shall digitally sign the Bid in KPP. The representative's authorization is confirmed by a written power of attorney accompanying the Bid.

4.2.6 The bidder shall submit the bid i.e., Technical online in Government of Karnataka KPP portal.

4.2.7 Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

4.2.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.2.9 After the deadline for submission of bids, the Technical Bid shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through KPP portal only and the Financial Bid of qualified bidders will be opened in presence of the bidders who choose to attend.

REFUND OF EMD

4.2.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the bidder registered in the KPP portal.

4.2.11 The earnest money deposit of unsuccessful bidder will be returned as soon as possible after the tender has been finalized.

4.2.12 The earnest money deposit of the successful bidder will be discharged when the bidder has furnished the required Performance Bank Guarantee and signed the Agreement.

4.2.13 The earnest money deposit may be forfeited:

i. if the bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;

ii. in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Performance Bank Guarantee or sign the Agreement.

iii. in case of bidder submitting fake documents such as Annual financial turn over, work completion certificate etc., relevant to the proposal.

4.3 PROPOSAL EVALUATION:

General

4.3.1 From the time the proposals are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

Evaluation of Technical Proposals

4.3.2 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score (Ts). A proposal shall be rejected at this stage if it does not respond to important aspects or if it fails to achieve the minimum technical score which is 80% of 500 i.e. 400 marks.

Only those bidders who meet the following Pre-qualifying criteria stated in SECTION-1: LETTER OF INVITATION shall be considered for the score Technical Evaluation criteria of the bidder.

4.3.3 The client will carry out the technical evaluation of proposals of only the bidders who satisfy the Prequalifying criteria stipulated in this RFP, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. **Only those bidders who score the minimum qualifying marks indicated in the Data sheet will be considered for opening of price bids.**

Public Opening and Evaluation of Financial Proposals; Ranking

4.3.4 After the evaluation is completed, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference in the KPP portal only. The Client shall simultaneously notify the bidders that have secured the minimum marks.

4.3.5 The Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend.

4.3.6 The Client will select the lowest proposal ('evaluated' price). The selected bidder will be invited for negotiations.

4.4 NEGOTIATIONS

4.4.1 BESCOM shall invite the highest-scoring bidder for negotiations. The aim of these negotiations is to reach a mutual agreement on the proposed methodology, work

plan, and staffing, ensuring the final plan is optimized to achieve the project's objectives within the pre-determined financial framework.

4.4.2 Negotiations will focus exclusively on refining the Technical Proposal. Discussions will cover the proposed methodology, staffing plan, and any suggestions made by the bidder to enhance the Terms of Reference. The final agreed-upon work plan and Terms of Reference will be incorporated into the "Description of Services" and form a part of the contract.

4.4.3 BESCOM will require assurances that the key professional staff proposed in the Technical Proposal will be available for the assignment. Substitutions will not be considered during negotiations unless both parties agree that an undue delay or other critical factors make a change unavoidable. If it is established that key staff were offered without confirming their availability, the bidder may be disqualified.

4.4.4 The negotiations will conclude with a review of the draft form of the contract. To finalize, the Client and the bidder will initial the agreed contract.

4.5 AWARD OF CONTRACT

4.5.1 The contract will be awarded to the successful bidder following the conclusion of negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist of their unsuccessful status on the KPP portal.

4.5.2 The bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

4.5.3 In case if the successful bidder has a foreign Tie-Up, contract is awarded to the successful bidder only after BESCOM obtains No Objection Certificate from Ministry of Home Affairs.

4.6 PERFORMANCE BANK GURANTEE

4.6.1 Within 15 days of receipt of the Letter of Intent (LOI), the successful bidder shall deliver to the Client a Security deposit in the form of Bank Guarantee in the favour of General Manager (ICT &MIS), BESCOM at **an amount equivalent to 5% (Five percent) of the Contract price.**

4.6.2 Performance Bank Guarantee shall be provided to the Client not later than the date specified in the Letter of Intent (LOI) and shall be issued in an amount, form, and type of instrument acceptable to the Client. The Bank Guarantee shall be valid until a date 90 days from the date of expiry of contract period.

4.6.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

4.7 CONFIDENTIALITY

4.7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other

persons not officially concerned with the process, until the successful bidder has been notified that it has been awarded the contract.

DATA SHEET: INFORMATION TO BIDDERS

No	Section	Title	Details
1	1.1	Name of Client	BESCOM or its authorized representative.
2	1.2	The method of selection is:	Quality and Cost Based Selection
3	1.3	Description of Assignment.	As per Terms of Reference.
4	1.4	Financial Proposal to be submitted together with Technical Proposal	No
		Name of the assignment is:	Availing Comprehensive Consultancy Services for BESCOM for a Period of 2 years.
5	1.5	The Assignment is Phased	No, the Assignment is continuous in nature.
6	1.6.1	A Pre Proposal Conference will be held :	Yes.
		Pre proposal conference time & date	Time & date as notified in the KPP portal
7	1.6.2	A pre-proposal conference venue	Conference hall, 1st Floor, Belaku Bhavana, Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail:gmit@bescom.co.in

<table>
<tr><td>8</td><td>1.7</td><td>Clients Inputs</td><td>The General Manager, ICT &MIS, BESCOM will provide the available information.</td></tr>
<tr><td>9</td><td>1.8</td><td>The Client envisages the need for continuity for downstream work</td><td>YES</td></tr>
<tr><td>10</td><td>1.9</td><td>Clauses on fraudulent and Corrupt practices</td><td>Contract will be terminated as per Clause 42 of General Conditions of Contract.</td></tr>
<tr><td>11</td><td>2.0</td><td>Clarification of any item of the RFP</td><td>Clarifications may be sought from Office of the</td></tr>
<tr><td></td><td></td><td></td><td>General Manager (ICT & MIS), Corporate office , BESCOM, K.R. Circle, Bengaluru on or before the dead line set for seeking clarifications in the following format only
<table>
<tr><th>Sl. no.</th><th>Section no. / Clause no.</th><th>Page no.</th><th>Description/ Reference/ Subject</th><th>Clarification Sought</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table>
Email: gmit@bescom.co.in</td></tr>
<tr><td>12</td><td>2.1</td><td>Language of the Proposal</td><td>English</td></tr>
<tr><td>13</td><td>2.2</td><td>Bidder participating in RFP may associate with other Bidders.</td><td>Bidder participating in RFP should not associate with another participating Bidder.</td></tr>
<tr><td>14</td><td>2.3</td><td>The estimated number of key and sub key professional staff months required for the assignment is:</td><td>The estimated number of key and sub key professional staff is indicated in Terms of Reference and scope of Bidder.</td></tr>
<tr><td>15</td><td>2.4</td><td>The minimum qualification and experience required for the proposed key and sub key professional staff is:</td><td>As per schedule in Terms of Reference and scope of Bidder.</td></tr>
</table>

16	2.5	Official Language Language of reports	English
17	2.6	Training is an important feature of this Assignment	No.
18	2.7	Additional Information in the Technical Proposal includes	NIL
19	2.8	Validity of Proposal	180 (One Hundred and Eighty) days from the last date of submission of proposal.
20	2.9	Last Date and time for submission of proposal	As notified in the KPP portal of Government of Karnataka
21	3.0	The address to send information to the Client is:	The General Manager (ICT & MIS), 5th floor, Belaku Bhavana Corporate office, BESCOM, K.R Circle, Bangalore-560001 Email: gmit@bescom.co.in
22	3.2	Location for Negotiations	At BESCOM
23	3.3	Commencement of Assignment	Next day of issue of Detailed Work Award.
24	3.4	Performance Bank Guarantee	5 % (Five percent) of the Total Contract Amount.

SECTION: 3 TECHNICAL PROPOSALS – STANDARD FORMS

(To be filled out and uploaded in the KPP portal)

3A. Technical Proposal submission form.

3B. Bidder's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition of task assignments.

3F. Format of Curriculum Vitae of proposed key personnel.

3G. Power of Attorney of Authorized Signatory

3H. Summary of the CVs of Key personnel

3I. Summary of bidder Annual Turnover.

3J. Summary of bidder Experience/Qualifications.

3K. Affidavit regarding correctness of information furnished and documents submitted.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter Head of the Bidder)

[Location, Date]

FROM: (Name of Bidder)

To,

The General Manager (ICT & MIS),
5th floor, Belaku Bhavana
Corporate office, BESCOM,
K.R Circle, Bangalore-560001

Sir,

Subject: "Availing Comprehensive Consultancy Services for BESCOM"– Regarding Technical Proposal.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal notified in the KPP portal as Enquiry No _____. We are hereby submitting our Proposal which includes this Technical Proposal in Government of KPP portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

3B. BIDDER'S REFERENCES

- Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B- Bidder's Experience

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out services similar to the ones requested under this assignment.]

Assignment name:	value of works for which services is obtained: (Indian Rs): Value of the contract: (Indian Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	Number of Staff assigned for the project:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Assignment Director/Coordinator, Team Leader):
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Note: Along with this format, the Experience certificate from the officer not below the rank of Executive Engineer or equivalent of the concerned utility shall be attached.

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

BIDDER'S NAME:

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

Technical Approach and Methodology,

Work Plan,

Suitability of Knowledge Transfer Program and

Organization and Staffing,

a) Technical Approach and Methodology: In this chapter the bidder should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference (TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

c) Suitability of the transfer of knowledge program: The bidder shall present a comprehensive and actionable program for transferring knowledge to the Client's personnel. This program is critical to ensuring the Client's self-sufficiency and the long-term sustainability of the implemented systems. The program will encompass the following key areas

   a. Training & Assessment
   b. **Knowledge Transfer Methodology**
   c. **Exit & Transition Management**

d) Organization and Staffing. In this chapter bidder should propose the structure and composition of team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

Key Staff: [Portfolio Manager/Management Consultant(SME2)/Subject Matter Expert (SME2) (IT applications)/Principal Technology Consultant-IT infrastructure/Subject Matter Expert in Power Distribution/Subject Matter Expert in Finance/Senior Technology Consultant(AMI)(TPC)/Senior Technology Consultant-Integration/Technology Consultant/SMEs-1,2,3,4]

Name of Staff	Qualification	Year of Experience	Certificates obtained	Position Assigned	Task Assigned

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Bidder:

Name of Key Personnel :

Profession:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

[List all tasks to be performed under this assignment]

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.] (copy of Experience certificate shall be attached)

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing] Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of the Bidder and Signature of Authorized Signatory

Date:

Place:

3G. Power of Attorney of Authorized Signatory
(To be executed on appropriate non judicial stamp paper)

We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ……. son/daughter/wife of …… and presently residing at ……, who is presently employed with us and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid by the General Manager (Ele), ICT&MIS, BESCOM (the "General Manager (Ele), ICT &MIS, BESCOM herein after refer to as the CLIENT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Consultancy Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……, THE ABOVE NAMED IN PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……, 2024

For

…….

(Signature, name, designation and address) Witnesses:

1.

2. (Notarised)

Accepted

…….

(Signature)

(Name, Title and Address of the Authorized Signatory)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the

required procedure. The Power of Attorney should be on a stamp paper of appropriate value.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3 H. SUMMARY OF THE CV's OF PROPOSED KEY PERSONNEL:

Sl. No.	Personnel Requirement	Quantity (Nos.)	Years of Experience	Proposed Man-Months
	Full Time Personnel			
1	Portfolio Manager (PoM)	1	15	24
2	Revenue Management System - Subject Matter Expert 2 (SME2)	1	12	24
3	Power Distribution- Subject Matter Expert 2(SME2)	1	12	24
4	Financial Expert- Subject Matter Expert 2 (SME2)	1	12	24
5	ERP- Subject Matter Expert 2 (SME2)	1	12	24
6	IT Infrastructure- Principal Technology consultant (PTC)	1	12	24
7	AMI- Senior Technology Consultant (TSC)	1	08	24
8	System Integration- Senior Technology Consultant (TSC)	1	08	24
Sub-Total Full Time Personnel				**192**
	Need-based (On-Demand) Personnel			
9	Technology Consultant (TC)-1	1	05	10
10	Technology Consultant (TC)-2	1	05	10
11	Technology Consultant (TC)-3	1	05	10
12	Technology Consultant (TC)-4	1	05	10
Sub-Total Need-based (On-Demand) Personnel				**40**
Grand Total (Full Time + Need-based Personnel)				**232**

3I. SUMMARY OF BIDDER ANNUAL TURNOVER:

Name of the Bidder	Turnover of the Bidder				
	2019-20	2020-21	2021-22	2022-23	2023-24

3J : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	**Name of the Bidder**	**Name of the Client**	**Name of the Projects**	**Award reference (date & No.)**	**Value of the project in INR in Lakhs**	**Date of commencement**	**Date of completion**
1							
2							
3							
4							
5							
6							
7							

3K. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We…… residing at ……..(Address)Authorized Signatory/Proprietor /Partner/ Director of M/s……..situated at ……

…… (Address) hereby solemnly declare as under:

1. That I/We have submitted my/our tender for …… in response to Invitation to Tender No……issued by …… on the KPP portal https://kppp.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   a. ……
   b. ……
   c. ……
   d. ……
   e. ……
   f. ……

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc.,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

SECTION-4. FINANCIAL PROPOSAL –STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Resource wise Breakup of Contract Price.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Bidder)

To,

The General Manager (ICT & MIS),
5th floor, Belaku Bhavana
Corporate office, BESCOM,
K.R Circle, Bangalore-560001
Email: gmit@bescom.co.in.

Sir,

Subject: Availing Comprehensive Consultancy Services for BESCOM for a period of 2 years.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on KPP portal in the Financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy: _____

Address: _____

4B. SUMMARY OF COSTS

Sl. No.	Description	Price (in Rs.) exclusive of GST 'A'	GST (%) 'B'	GST Amount (in Rs) 'C'	Price (in Rs.) inclusive of GST 'D' = 'A' + 'C'
1	Availing Comprehensive Consultancy Services for BESCOM for a period of 2 years				

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

4C. RESOURCEWISE BREAKUP OF CONTRACT PRICE:

The successful bidder (L1) shall submit the price break up of each resources as per below format.

Sl. No.	Resource	Resource Type	No. of Years of Experience	Quantity in No.s	Deployment period (in Man months) (out of 24 months i.e., 2 Years)	Unit Price per resource per month (all Inclusive) in Rs	Total Cost (all inclusive) in Rs.
1	Portfolio Manager			A	B	C	E=A*B*C
2	Management Consultant(SME2)						
3	Subject Matter Expert (SME2) (IT applications)						
4	Principal Technology Consultant-IT infrastructure						
5	Subject Matter Expert in Power Distribution						
6	Subject Matter Expert in Finance						
7	Senior Technology Consultant(AMI)(TPC)						
8	Senior Technology Consultant-Integration						
9	Technology Consultant-1						
10	Technology Consultant-2						
11	Technology Consultant-3						
12	Technology Consultant-4						

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION 5: TERMS OF REFERENCE

1.0 TERMS OF REFERENCE AND SCOPE OF SERVICES

1.1. BACKGROUND:

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 Sq. KMs. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone - North, Bangalore Metropolitan Area Zone - South, Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 140 Sub-divisions and 550 Section Offices.

1.2. Objectives of this Project:

The objective of this RFP is to selection of Bidder for "Availing Comprehensive Consultancy Services to BESCOM". The consultancy services for a period of 2 years from the date of issuance of Detailed Work Award. The tasks to be carried out is as detailed in the section 5.3 below.

1.3. CONTRACT PERIOD:

- The contract is valid for a period of 2 years from the date of issuance of DWA and extendable for two more years upon mutual consent. The person month rates of the Key Personnel categories shall remain firm for the 2 years. BESCOM reserves the right to extend the contract by an additional two year basis (i.e. 2 + 1 +1). For the extended period, increment is provisioned, and it will be determined as per the consumer price index on 1st April of the financial year after the completion of the 2 years.
- Refer sample calculation below:
  - Rate applicable as per for Key Personnel A as per NeGD reference: 100
  - Rate applicable for Key Personnel A for Year 1 - 2 years from issuance of DWA: 100
  - Rate applicable for Key Personnel A for 4th year, from 1st April of the FY post completion of the contract duration from issuance of DWA: 103 (assuming 3% annual price adjustment)
  - Rate applicable for Key Personnel A for 5th year from 1st April of the FY post completion of the contract duration from issuance of DWA: 106.09 (assuming 3% annual price adjustment)

1.4. Detailed Scope of Work

1.4.1. Overall Consultancy and Project Management

The firm shall provide comprehensive consultancy services and support to BESCOM throughout all project phases, from initial planning to post-go-live activities.

- **Project Lifecycle Support:** Assist BESCOM in all project phases, including DPR preparation, cost estimation, RFP drafting, technical evaluation, rollout, post-go-live support, cost-benefit analysis, and verification of SLAs and deliverables.
- **Performance Monitoring:** Verify milestones achieved by implementing agencies, monitor monthly physical and financial progress, and prepare consolidated reports.
- **Advisory & Strategy:** Recommend best practices, investigate performance issues, propose solutions for system betterment, and provide support for new and emerging technology adoption.
- **General Support:** Provide consultancy on requirements from all BESCOM sections, assist in managing Data Centre operations, and support exit and transition management of existing systems with outgoing vendors. The firm shall also provide support to each other and share knowledge for resolving queries.
- **Project Scope:** The listed scope is indicative; any additional IT-related work will be part of the contract.

1.4.2. Strategic Advisory to the BESCOM

The firm shall provide high-level strategic advisory support to the Managing Director (MD) and senior management, leveraging the expertise of the power distribution and financial experts.

- **Financial Aspects:** Advise on financial performance analysis, operational expenditure (OPEX) and capital expenditure (CAPEX) optimization, and cost-benefit analysis of new IT and grid projects.
- **Power Distribution O&M:** Offer strategic insights on improving power distribution Operations & Maintenance (O&M), including initiatives for reducing Aggregate Technical & Commercial (AT&C) losses, enhancing grid reliability, and implementing O&M best practices through IT-enabled solutions.
- **Power Purchase:** Offer advisory support on power procurement planning and portfolio optimization, including evaluation of long-term, short-term, contracts; advise on demand forecasting, scheduling, and deviation management in coordination with regulatory requirements. Provide insights for optimizing cost of power purchase and enhancing overall portfolio efficiency.

1.4.3. Major IT Projects & Applications

The firm will provide focused consultancy and support for the following key IT projects.

- **IPDS Implementation and Stabilization**
  - **Data Management:** Finalize data formats, models, and cleansing methodologies. Ensure all legacy data is accurately migrated and functional in the new system.
  - **Implementation & Support:** Ensure the design and sizing by the implementing agency (IA) meet all requirements. Support the utility and coordinate with the IA during pilot and enterprise go-lives.
  - **Documentation:** Ensure the IA maintains and updates system documentation, including manuals, installation guides, source codes, and test documentation.
  - **Issue Resolution:** Proactively identify and resolve implementation issues, maintain a technical issue tracker, and highlight deviations in IA deliverables.
  - **Integration:** Ensure seamless integration of the IPDS solution with existing and other upcoming IT applications.
- **Enterprise Resource Planning (ERP) Implementation**
  - **Project Oversight:** Monitor IA activities, project progress, and milestones. Assist in the resolution of reported issues.
  - **Design & Architecture:** Closely monitor the solution's design and logical architecture to ensure it meets all functional and performance requirements.
  - **Training & Support:** Evaluate the IA's training model and provide advisory support on various training categories (technical, functional, end-user, etc.).
  - **Audits & Compliance:** Assist in conducting quality control reviews, audits by third parties (like TPCEA appointed by PFC), and ensure compliance with technical and contractual obligations.
  - **Maintenance:** Monitor ATS and AMC compliance, including the timely supply of new releases, upgrades, and patches.
- **Smart Metering Program**
  - **Deployment:** Track meter installation and activation. Oversee integration with the Head-End System (HES), Meter Data Management (MDM), and billing systems.
  - **Technical Support:** Coordinate with field teams and vendors for resolving technical and billing issues. Support configuration, firmware updates, and lifecycle management of smart meters.
  - **Analytics:** Provide recommendations on advanced metering analytics and reporting dashboards to optimize performance.
- **Common billing solution**

- **Design & Architecture:** Design all technical, functional and performance requirements.
- **Bid Process Management:** Conduct end to end bid process management and submit technical evaluation report.
- **Project Oversight:** Monitor IA activities, project progress, and milestones. Assist in the resolution of reported issues.
- **Audits & Compliance:** Assist in conducting quality control reviews, audits by third parties and ensure compliance with technical and contractual obligations.
- **Issue Resolution:** Proactively identify and resolve implementation issues, maintain a technical issue tracker, and highlight deviations in IA deliverables.
- **Maintenance:** Monitor ATS and AMC compliance, including the timely supply of new releases, upgrades, and patches.

- **unified billing solution**
  - **Design & Architecture:** Design all technical, functional and performance requirements.
  - **Bid Process Management:** Conduct end to end bid process management and submit technical evaluation report.
  - **Project Oversight:** Monitor IA activities, project progress, and milestones. Assist in the resolution of reported issues.
  - **Audits & Compliance:** Assist in conducting quality control reviews, audits by third parties and ensure compliance with technical and contractual obligations.
  - **Issue Resolution:** Proactively identify and resolve implementation issues, maintain a technical issue tracker, and highlight deviations in IA deliverables.
  - **Maintenance:** Monitor ATS and AMC compliance, including the timely supply of new releases, upgrades, and patches.

1.4.4. Key Technical Domains & Specializations

The firm shall provide specialized expertise in several technical areas.

- **IT and OT Infrastructure**
  - **IT/OT Roadmap:** The consultant shall review the last IT/OT roadmap prepared for BESCOM and use that as the foundation to create a new, comprehensive roadmap.
  - **Existing Applications:** Provide services for existing software applications handled by non-IT sections.

- **Network:** Advise on network connectivity models and solutions, oversee deployment of high-end network hardware, and assist with troubleshooting and network performance optimization.

- **Cybersecurity**
  - **Cyber Risk Management:** Assist BESCOM in mitigating cyber risks and resolving issues reported by agencies such as CSIRT (Computer Security Incident Response Team), CEA (Central Electricity Authority), CERT-In, and NCIIPC.
  - **Policy & Implementation:** Help implement and centralize cybersecurity policies, and assist in setting up a Security Operations Center (SOC) and other related solutions.
  - **Infrastructure Review:** Assist in reviewing BESCOM's Critical Information Infrastructure (CII) and monitor security policy implementation.
  - **Audit:** Proactively monitor and analyze network security logs for abnormalities.
- **Data Centre and Disaster Recovery**
  - **Strategy:** Provide advisory support for effective utilization of DC/DRC space, including recommending hosting models, cloud architecture (hybrid, etc.), and probable business models for revenue generation.
  - **Infrastructure:** Assist in strategic planning, technology road mapping, and risk assessment for IT infrastructure. Coordinate for DC/DRC certifications.
  - **DC/DR Operations:** Assist in the design and implementation of DC/DR solutions, including network architectures (e.g., MPLS, SDN), and passive components (e.g., MEP systems, cabling).
  - **Operational Efficiency:** Implement security hardening and develop standard operating procedures (SOPs).
- **Specialized Subject Matter Expertise (SME)**
  - **Oracle CC&B Expert:** Provide technical consultancy for implementation, configuration, application integration, troubleshooting, and data migration for the existing CC&B application to the new Revenue Management System.
  - **Application Integration:** Lead the design and implementation of enterprise-wide integration strategies and architecture using APIs and microservices.
  - **GIS:** Provide advisory support for modernization of GIS capabilities, including asset mapping, spatial analytics, and integration with utility applications; define geospatial data standards and ensure data quality; support visualization and decision-making tools for network planning, reliability, and operational efficiency.

- **Power markets:** Offer guidance on power market participation, regulatory compliance, and optimization of procurement portfolio; advise on trading, pricing, and contract strategies to reduce financial and operational risks; provide insights on market reforms, renewable integration, and financial planning for efficient power purchase management.

1.4.5. Operational and Lifecycle Management

The firm shall provide support for ongoing operational activities and system lifecycle management.

- **Testing and Quality Assurance**
  - **Strategy:** Assist in formulating detailed testing and acceptance criteria, quality assurance plans, and test procedures.
  - **Execution:** Witness system, integration, performance, load, and security testing. Ensure proper testing of all hardware and software.
  - **Third-Party Oversight:** Act as a Third-Party Evaluation and Testing entity to perform system-wide testing and report on performance and compliance.
- **FMS and SLA Management**
  - **Monitoring:** Monitor the FMS vendor for delivery on the Statement of Work and SLA compliance.
  - **Audits:** Conduct regular SLA compliance audits and proactively report any concerns.
- **Transition and Exit Management**
  - **Planning:** Assist in assessing and finalizing the transition and exit management plan provided by the IA.
  - **Handover:** Ensure a smooth handover of complete system documentation, source code, asset inventories, and AMC support credentials from the IA to BESCOM.
- **Training and Capacity Building**
  - **Strategy:** Suggest team structures and review the training plan's approach, content, and timelines.
  - **Execution:** Ensure all training documents are submitted and updated and provide recommendations on training delivery methods. Assist in assessing training effectiveness.

1.5. Job Description

To ensure successful execution of the scope, experienced domain experts will be deployed. Their roles and key responsibilities are detailed below.

1. Portfolio Manager

- The consultant will be involved in the overall execution of the project.
- The consultant will be responsible for smooth execution of the project.
- The consultant should maintain project hygiene.
- The consultant will be responsible in submission of the Monthly Progress Report and Quarterly status report within the stipulated timeframe.
- The consultant should arrange availability of Subject matter expert.
- The consultant should be available to attend any high stakeholder meetings and provide necessary inputs.
- The consultant should be responsible in distributing the task assigned, among the other consultant so as to run the project smoothly.
- The consultant should the quality of the work delivered so as to provide quality document and solution.
- The consultant should involve himself to mitigate any disputes among different stakeholders such as BESCOM team, IT Consultant and System Integrator.

2. (Management Consultant - MC)

- Provide overall leadership for PMU, digital strategy, and IT/OT initiatives.
- Ensure compliance with timelines, budgets, SLAs, and quality standards.
- Act as single point of contact for senior leadership and stakeholders.
- Oversee vendor coordination, risk management, and issue resolution.
- Drive change management, governance, and stakeholder engagement.

3. Principal Technology Consultant - IT Infrastructure

- Design, implement, and maintain IT infrastructure solutions.
- Monitor system performance and ensure optimal functionality.
- Provide support for web portals and enterprise applications.
- Ensure alignment of IT infrastructure with project and operational goals.

4. Technology Consultant - Cyber Security

- Lead advisory for IT/OT cybersecurity initiatives and risk assessments.
- Implement security policies, testing frameworks, and compliance standards.
- Manage client and vendor coordination for security assessments.
- Ensure incident response, threat monitoring, and regulatory compliance.
- Support cybersecurity projects with vulnerability assessments and testing.
- Assist in implementing security policies and automation frameworks.
- Provide technical support and coordinate with clients and vendors.
- Ensure compliance with cybersecurity best practices and standards.

5. Principal Technology Consultant - IT Infrastructure

- Support in smooth ensuring smooth functioning of IT infrastructure operations and network maintenance.

- Monitor performance metrics.
- Ensure optimal IA end-user support and system troubleshooting.
- Ensure optimal system functionality and operational efficiency.

6. Subject Matter Expert in Revenue Management System (SME2)

- Provide subject-matter expertise in utility revenue management systems specifically around Oracle CC&B system and its migration to same or different Revenue Management System.
- Analyse and optimize billing, collection, and revenue processes for urban and rural consumers across BESCOM.
- Ensure compliance with regulatory requirements.
- Assist in Bid process management.
- Support project implementation and stakeholder engagement.
- Deliver insights to improve system performance and decision-making.

7. Subject Matter Expert in Power Markets (SME2)

- Advise on technology initiatives for power procurement strategies and market operations.
- Analyse power market trends and support decision-making.
- Ensure compliance with government policies and regulations.
- Provide technical guidance for power purchase agreements.
- Support portfolio optimization and reporting for management dashboards.

8. Subject Matter Expert in Power Distribution SME2

- Provide expertise in power distribution operations and maintenance areas.
- Recommend initiatives for distribution modernization and operational efficiency enhancement.
- Advise on billing, regulatory mechanisms, and asset and maintenance management.
- Monitor operational performance, SLA compliance, and KPIs.
- Ensure adherence to technical and regulatory standards.

9. Subject Matter Expert in Financial Expert SME2

- Deliver financial analysis, modelling, and project appraisals for power distribution sector projects.
- Advise on funding, investment decisions, and risk mitigation.
- Ensure alignment with government policies and regulatory frameworks.
- Support project budgeting, cost-benefit analysis, and reporting.
- Provide insights for financial planning and decision support.

10. Technology Consultant(Expert in GIS/Geospatial Technologies)

- Provide expertise in GIS deployment, mapping, and spatial analysis.
- Ensure interoperability with enterprise applications like AMI,SCADA, ADMS, ERP, and RMS.
- Assist in validation of data quality and support GIS-enabled decision-making dashboards.

11. Senior Technology Consultant - AMI

- Assist in ensuring seamless AMI/AMR system operations and implementation.
- Assist in ensuring data accuracy, integration, and optimal performance across AMI system.
- Oversee operations, system monitoring, and alignment with industry standards and regulatory requirements.
- Recommend adoption of AMI technology innovations and best practices.
- Support analytics, reporting, and decision-making for utility metering and data management.

12. Senior Technology Consultant - System Integration

- Oversee end-to-end IT/OT systems integration.
- Coordinate with multiple stakeholders, vendors, and service providers.
- Recommend measures to ensure seamless data flow, interoperability, and system compatibility.
- Review and Recommend integration tools, APIs, and middleware solutions.
- Monitor project delivery and compliance with technical specifications.

13. Subject Matter Expert in ERP (SME2), Senior Consultant Business Process (ERP), Business Analyst / Associate Consultant, Associate Technology Consultant - ERP

- Provide expertise in ERP system design, configuration, and deployment.
- Assist in ensuring inter-module integration and alignment with operational requirements.
- Monitor vendor performance, SLA compliance, and quality standards.
- Assist in optimal documentation and user adoption of ERP systems.
- Advise on ERP applications in the power sector (Oracle, SAP, MS Dynamics).

2.0 RESOURCE DEPLOYMENT

The Firm shall provide Comprehensive Consultancy to BESCOM for a period of two (2) years and is required to provide dedicated resources for all projects of BESCOM. There would also be a pool of Technical consultants/SMEs, who would be required to be deployed on need basis as mentioned below. The proposed indicative team structure is provided below.

The proposed indicative team structure is provided below:

Sl.NO	Resources	Deployment Period	Quantity (Nos.)	Experience	Proposed Man Month
1	Portfolio Manager	Full time	1	15	24
2	Management Consultant(SME2)	Full time	1	12	24
3	Subject Matter Expert (SME2) (IT applications)	Full time	1	12	24
4	Priniciapal Technology Consultant-IT infrastructure	Full time	1	12	24
5	Subject Matter Expert in Power Distribution	Full time	1	12	24
6	Subject Matter Expert in Finance	Full time	1	12	24
7	Senior Technology Consultant(AMI)(TPC)	Full time	1	8	24
8	Senior Technology Consultant-Integration	Full time	1	8	24
9	Technology Consultant-1	on need basis	1	5	10
10	Technology Consultant-2	on need basis	1	5	10
11	Technology Consultant-3	on need basis	1	5	10
12	Technology Consultant-4	on need basis	1	5	10

Note:

1. The Authorized Signatory is required to provide an undertaking confirming authenticity of the candidate's experiences declared in its bid.
2. The task should be distributed accordingly among the consultants so as to prevent over burden any single consultant and resolution of the issues on time. The minimum Proposed Man month for on-need basis resources is mentioned in the RFP. The firm can distribute the resources based on terms of reference/scope of work without extra cost to BESCOM.
3. The project director should make sure that the task of assigned and delivered on time basis.
4. In case of delay in the task the project director should intimate the BESCOM stakeholders with proper explanation of delay.
5. While submitting the progress report the Firm should submit the task allocation and activity monitoring report on monthly basis to track the activity status.

BESCOM reserves the right to ask for replacement of any resource /resources who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement resource should necessarily be on the rolls of the bidder and not an associate. BESCOM will interview the proposed replacement resource and accept the resource only if the resource meets the minimum qualification criteria and where applicable passing marks specified in this RFP. The proposed replacement resource shall be to the satisfaction of BESCOM. There shall be no change in the 'Man Month Rate' applicable due to the replacement. The firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

Under the circumstances where Firm needs to replace the resources from the project. The Firm should take approval three months' prior from the GMIT before replacing the resource. In case the replacement is approved the Firm should arrange resources at least 2 months ahead the resource exit and arrange proper Knowledge transfer.

Under the circumstances where BESCOM wants replace of any resources the Firm should arrange a replacement as the replacement clause mentioned in the RFP.

3.0 DELIVERABLES BY THE BIDDER:

The Bidder should be involved in preparing the following deliverables under the contract period. BESCOM reserves the right to modify the Deliverable based on the changes in Scope of work/project envisaged. Penalty applicable for breach of Service level Requirements as per SECTION-5: Clause 4.0

Deliverables:

Monthly Status Report:

The monthly status report shall indicate the details of activities planned, carried out, status, dependencies, challenges and action plan for closure of any issues. The monthly status report for all the Key Personnel will be consolidated and sent to General Management (ICT & MIS), BESCOM by the Portfolio Manager.

Attendance reports:

1) Portfolio Manager shall submit attendance of all Key Personnel along with monthly progress report. Attendance reports of all resources should be certified by respective reporting officer's/Section heads of BESCOM.
2) The Key Personnel should report to the respective reporting authority by 10.30AM, and should be available in the office till 6.30PM on all working days of BESCOM. The Key Personnel shall also work beyond the time specified at the time of meetings/discussion at corporate office. whenever required. The Monthly attendance of dedicated Key Personnel should be submitted within 7 days of following month.
3) The Monthly attendance for Technical consultants/SMEs/need basis Key Personnel, the actual no. of days' Key Personnel presents or attended/supported On-line in that quarter.
4) The Monthly attendance of parallel working Key Personnel in case of replacement shall also be furnished.
5) The Monthly attendance report should be circulated with GM IT for approval.

Quarterly Report:

Bidder must submit quarterly status reports of assigned works & Inception reports covering the deliverables but not limited to as mentioned in the below table.

Project specific Reports: The firm shall submit Project specific Reports such as observation on reports of implementing agency, Reports on milestones, SLA of Implementing agency etc.,

Exit Management Report:

The Deliverable should provide the details of the status of the entire ICT & MIS projects and the task handled. The report must be submitted 2 months prior to expiration of contract.

Milestone Reports:

Sl No.	Milestone	Deliverables
1	Completion of Quarter I post Inception of assignment	Submission of Quarterly status report of assigned works / project specific reports but not limited to. 1. Inception/ AS IS reports 2. TO BE Reports 3. IT/OT Roadmap 4. Stabilization Period Reports 5. Minutes of the Meetings/proceedings 6. GO Live Check Lists 7. Testing and Training documentation review reports 8. Detailed Projects reports, where applicable 9. Budgetary Estimates, where applicable 10. Functional & Technical Specifications, Scope of Work, SLA Requirements, RFP, etc. where applicable. 11. Technical Evaluation Reports. 12. ICT Infrastructure and Cyber Security Reports 13. IT Policy and Procedure Documentation 14. Finance health reports 15. KPIs, DISCOM ranking advisories 16. Risk Management Reports 17. Issue Management Reports 18. Release Management Reports 19. Knowledge Transfer Reports
2	Completion of Quarter II	
3	Completion of Quarter III	
4	Completion of Quarter VI	
5	Completion of Quarter V	
6	Completion of Quarter VI	
7	Completion of Quarter VII	
8	Completion of Quarter VIII	

4.0 SERVICE LEVEL REQUIREMENTS (SLR):

Service level Requirements for the consultancy services as defined below and Penalty applicable for non-adherence of Service Level Requirements (SLR).

4.1. SLR for DEPLOYMENT AND REPLACEMENT OF RESOURCES:

1) Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day

2) Service Level Requirement: Timely /Replacement of Resources
3) All the dedicated resources are required by BESCOM as per this RFP shall be deployed by the Consulting firm within 7 days from the date of confirmation by BESCOM, deploy Full time/

Technical consultants/SMEs/need basis resources within 7 days on intimation and within 7 days in case of replacement failing which the following penalties will be applicable:

Sl. No.	Description	Penalty	Type
1	Deployment within 7 days from the date of Confirmation by BESCOM	None	Baseline
2	Deployment between 7-15 days from the date of Confirmation by BESCOM	Rs. 1500 per day per resource	Lower performance
3	Deployment beyond 15 days from the date of Confirmation by BESCOM	Rs. 2500 per day per resource	Breach
4	i. Up to and inclusive of 2 replacement per role during the contract period ii. More than 2 but up to inclusive of 5 replacements per role during the contract period. iii. More than 5 replacements per role during the contract period.	No penalty Rs.5000/- per replacement Termination of contract	Baseline Lower Performance Breach
5	i. Resource Replacement without one month Prior approval ii. Non replacement of resource beyond one month as per instruction from GMIT	Rs. 25,000 Per instance	Lower Performance
In case of non-compliance, BESCOM reserves the right to terminate the contract of the Firm, along with forfeiture of bank guarantee, after two weeks of commencement of the breach. BESCOM shall interview resources and will accept a resource only if the resource meets the qualification criteria specified herein. BESCOM is not liable for inability of the Consulting firm to find suitably qualified candidates. Additional resource refers to new resource sought by BESCOM and does not refer to replacement of an already existing resource.			

4.2 SLR/PENALTY FOR ABSENCE

In case of absence (Apart from allowed leaves of 10 days in a year) of a resource during project period, no payment will be made for the days the resource is absent (Per day payment will be calculated by dividing man-month rate by number of working days in that month). In addition, penalty of Rs.5000/- per working day per resource will be levied on such absence.

Fraction of a day in reckoning period in supplies shall be is less than half a day.

Working days: 25 working days per month is considered for all calculation.

Penalty would be deducted from the applicable payments of Firm for the particular resource.

4.3 SLR for PROGRESS REPORTS

During the various stages of the Work in pursuance of the Contract, the Firm shall submit Periodic Progress Reports as may be reasonable required by the Engineer with such works as, Charts, Reports, etc. Such Progress Reports shall be submitted in the form (Soft/Hard) as may be required by the Engineer.

Progress reports shall be furnished as follows:

Sl. No.	Report	Frequency	Due Date/ Time	Hard / Soft Copy	SLA/Penalty
1	Progress Report (Monthly) along with attendance reports and Book let of Work carried out of all resources	Every month	within 7th day of the following month	Hard & Soft Copy	0.5% of applicable payment per week subjected to maximum of 10% contract value
2	Progress Report (Quarterly)	Every 3 month	within 15th day of the following Quarter	Hard & Soft Copy	0.5% of applicable payment per week subjected to maximum of 10% contract value

- The monthly status reports will contain the tasks performed by all Key Personnel and shall be submitted by project director.
- The firm shall provide inception report in the first quarter as a part of progress report.
- In case any corrections are required in the Monthly Progress Report (MPR) or Quarterly Status Report (QSR), the revised report shall be submitted within 15 days after receiving of consolidated observations list. Penalty will be levied for late submission.

5.0 FIRM ENGAGEMENT DETAILS AND EXPECTATIONS FROM THE FIRM.

- The Firm shall possess in depth knowledge and experience in providing Consultancy on end-to-end program management, large e-Governance and/or Enterprise-wide systems, Data Centre (Conventional/Cloud) setup and migration, ERP System implementation, drafting IT project proposals, System Security hardware, system software, data center, licensing and networking, latest system security requirements, and drafting tender documents. The firm shall enable these Key Personnel deployed on-site to tap the knowledge base and expertise available within the firm. The Key Personnel deployed shall coordinate with each other to provide integral solution to BESCOM.
- The firm shall create a dedicated consultancy team as per scope of work and open office at Bangalore within 30 days from issue of DWA.

- The firm should deploy persons with requisite skills and experience required for the job as specified under this RFP, as per the TECHNICAL EVALUATION CRITERIA.
- The Firm shall have a good pool of qualified Key Personnel , from which a suitable replacement Key Personnel can be identified and deployed immediately with a notification to BESCOM in advance.
- The Firm shall not participate in downstream business resulting from Terms of Reference and Request for Proposal prepared by the consultants deployed in BESCOM.
- The scope of work and the work requirements are not exhaustive and would include additional task requirements that may come up during the duration of the Project. The Key Personnel deployed by the consulting firm shall have the facility to draw upon the expertise and experience available within the consulting firm.

5.1 Computer and Mobile Phone

Refer Table below for details on BESCOM for provision of computer, connectivity services for Key Personnel deployed on this project

Sl.No.	Item Description	BESCOM/Firm	Remarks
1	Laptop	Firm	Firm is responsible for providing Laptop for the deployed Key Personnel
2	Mobile Phone & Data card	Firm	Firm is responsible for providing mobile phone and data card for the deployed Key Personnel

5.2 No Outsourcing

The successful bidder shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled, and this may also lead to blacklisting of the Firm.

5.3 Conflict of interest

The Firm shall not participate in any of BESCOM's tender, Terms of Reference and Request for Proposal, which the firm have written/submitted as a part of execution of services of this RFP.

5.4 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

BESCOM will provide the required information/data and permit to perform the said activity.

The bidder and all the personnel engaged in the activity has to execute the Non-disclosure agreement with the BESCOM before collecting any information/data pertaining to the activity.

The bidder will be responsible for making his own arrangements for all his accommodation, travel, transportation etc. to carry out the activities in BESCOM jurisdiction.

6.0 PAYMENT TERMS & SCHEDULE

6.1 PAYMENT TERMS

- Payment terms are defined as per clause 22 of GCC

6.2 PAYMENT SCHEDULE

- Payment Schedule for the deliverables are as follows:

Sl No.	Milestone	Deliverables	% value
1	Completion of Quarter I post Inception of assignment	Quarterly status report of assigned works & Inception report	**12 % Full time resources cost + Cost of need-basis resources as per attendance/ availability**
2	Completion of Quarter II	Quarterly status report of assigned works	
3	Completion of Quarter III	Quarterly status report of assigned works	
4	Completion of Quarter VI	Quarterly status report of assigned works	
5	Completion of Quarter V	Quarterly status report of assigned works	
6	Completion of Quarter VI	Quarterly status report of assigned works	
7	Completion of Quarter VII	Quarterly status report of assigned works	
8	Completion of Quarter VIII	Quarterly status report of assigned works	
9	Exit management	Exit management report	**4%**

SECTION 6: CONTRACT FOR BIDDER'S SERVICES

Between

_____

[Name of Client]

And

_____

[Name of Bidder]

Dated:

6.1 I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made on the day of the month of……..2025 between, on the one hand, The General Manager (ICT & MIS), 5th floor, Belaku Bhavana, Corporate office, BESCOM, K.R Circle, Bangalore-560001, ---------- (herein after called the "Client") and, on the other hand…… (herein after called the "Firm").

WHEREAS

(a) the Client has requested the Firm to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Firm, having represented to the Client that they have the required professional skills, and personnel and technical Key Personnel , have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(A) THE GENERAL CONDITIONS OF CONTRACT (HEREINAFTER CALLED "GC");

(B) THE SPECIAL CONDITIONS OF CONTRACT (HEREINAFTER CALLED "SC");

(C) THE FOLLOWING APPENDICES:

APPENDIX A: DESCRIPTION OF THE SERVICES

APPENDIX B: REPORTING REQUIREMENTS

APPENDIX C: KEY PERSONNEL

APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

APPENDIX E: BREAKDOWN OF CONTRACT PRICE

APPENDIX F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

APPENDIX H: PROFORMA OF LETTER OF UNDERTAKING

APPENDIX I: NO DEVIATION CERTIFICATE

2. The mutual rights and obligations of the Client and the Firm shall be as set forth in the Contract, in particular:

(a) The Firm shall carry out the Services in accordance with the provisions of the

Contract; and

(b) The Client shall make payments to the Firm in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF FIRM]

By (Authorized Representative)

6.2 II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents in such signed Contract;

c. “Owner or Employer” shall mean Bangalore Electricity Supply Company, Limited (BESCOM) and shall include its legal representatives, successors and assigns.

d. “Bidder” shall mean an individual bidder participating in the tender, who may be a registered sole proprietorship firm, a partnership firm or a company registered under companies’ act.

e. “Engineer” shall mean the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.

f. “Firm”/”Consultant” shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such Firm’s legal representatives, successors and permitted assigns.

g. “Effective Date” means the date on which this Contract comes into force and effect pursuant.

h. “Contract Price” means the price to be paid for the performance of the Services;

i. “Government” means the Government of Karnataka, an entity existing under the laws of the Republic of India or any second party, legislative body, department, political sub division, authority or instrumentality thereof.

j. "GC" means these General Conditions of Contract;

k. "Local currency" means Indian Rupees;

l. “Member”, shall be the authorized representative of the Consultant to act on their behalf in exercising all the Consultant’s rights and obligations towards BESCOM under this Contract.

m. “Party” means BESCOM or the Consultant, as the case may be, and Parties means both of them

n. "Personnel" means persons hired by the Firm as employees and assigned to the performance of the Services or any part thereof;

o. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

p. "Services" means the work to be performed by the Firm pursuant to this Contract as described in Appendix A; and

q. Words imparting the singular only shall also include the plural and vice – versa where the context so requires.

r. Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

s. 'Bidding Documents', 'Bid Documents' means Information & Instructions, General Conditions of Contract and other Annexures included in Sections IFB, ITB and GCC.

Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

i. Deputy Controller
Publication Department
Government of India
Civil Lines,
DELHI-110 006

ii. Dept. Of Publication
(Government of India),
Kitab Mahal Unit No.21, Emporia Building,
Baba Kharak Singh Marg,
NEW DELHI – 110 001

Or

With leading authorized Government of Indian Book-Sellers.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

1.4 Standards

The services provided under this Contract shall conform to the standards mentioned in the scope of works. When no applicable standard is mentioned, the latest standards issued by the concerned institution shall be followed.

1.5 Language And Measures

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

1.6 Contract documents

1.6.1 The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents.

b) Firm's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Firm and BESCOM prior to the Award of Contract except to the extent of repugnancy.
c) All the materials, literature, data and information of any sort given by the Firm along with his bid, subject to the approval of BESCOM
d) Letter of Award and any agreed variations of the conditions of the documents, if any.

1.6.2 All Documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. the event of any conflict between the above-mentioned documents, the resolution shall be reached mutually by both the parties or through Mutual Arbitrator.

1.6.3 All the relevant Information/Material furnished by the Firm such as Specifications of Material/Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of BESCOM and BESCOM will have full rights to use the same elsewhere.

1.7 USE OF CONTRACT DOCUMENTS AND INFORMATION

1.7.1 The Firm shall not, without BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BESCOM in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract as mentioned in SCC. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

1.7.2 The Firm shall not, without BESCOM's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

1.7.3 The Firm shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from BESCOM.

1.7.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of BESCOM and shall be returned (in all copies) to BESCOM on completion of the Firm's performance under the Contract if so required by BESCOM.

1.8 Independent firm

1.8.1 Consultant shall be an independent firm performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

1.8.2 Subject to provisions of the Contract, the Firm shall be solely responsible for manner in which the Contract is performed. All employees, representatives or Subfirms engaged by Firm in connection with the performance of the Contract as mentioned in SCC shall be under the complete control of the Firm and shall not be deemed to be employees of BESCOM, and nothing contained in the Contract or in any subcontract awarded by the Firm shall be construed to create any contractual relationship between any such employees, representatives or Subfirms and BESCOM.

1.8.3 Consultant acknowledges that it is engaged as an independent firm and that BESCOM shall have no responsibility to provide the Consultant or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Consultant is responsible for all statutory deductions as applicable in law.

BESCOM and the firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this contract.

1.9 Construction of the Contract

1.9.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single contract for the services to be delivered as detailed in the scope of works.

1.9.2 The Contract shall in all respects be construed and governed according to Indian Laws.

1.10 Amendment

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party hereto.

1.11 Jurisdiction of the Contract

The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru City of Karnataka State in India shall have exclusive jurisdiction in all matters arising under this Contract.The Courts of Bengaluru City of Karnataka State in India shall have exclusive
jurisdiction in all matters arising under this Contract.

1.12 Manner of Execution of the Contract

1.12.1 BESCOM after the issue of Letter of Intent to the Firm, will send the final agreement content to the Firm for contract agreement execution.

1.12.2 The contract, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Intent, at the office of BESCOM on a date and time to be mutually agreed. The Firm shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

1.12.3 Agreement shall be signed in duplicate and the Firm shall be provided with one signed copy and BESCOM will retain the Original.

1.12.4 Within Fifteen (15) days from the date of receipt of this LoI, Firm) shall submit the signed Non-disclosure agreement (on a Rs.500 Stamp paper) as per prevailing data sharing policy of BESCOM.

1.12.5 Subsequent to signing of the Contract agreement, the Firm at his own cost shall provide BESCOM with at least 05 true Bounded Copies of Contract documents within thirty (30) days after the signing of the Contract.

1.12.6 BESCOM will issue Detailed Work Award (DWA) after receipt of Contract agreement, NDA and Performance Bank Guarantee.

1.13 Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to

affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

1.14 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SCC.

1.15 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.16 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firm may be taken or executed by the officials specified in the SCC.

1.17 Taxes and Duties

The Firm, Sub-Firm and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

The Firm shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3 COMPLETION OF THE CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, the contract period from date of issue of DWA shall be 2 years within which the works are to be completed unless extended, and the liability for the services delivered during the course of the contract shall be for the guarantee period as provided for under the clause 9.0 entitled 'Guarantees & Liabilities' in this section.

2.4 Expiration of Contract

Unless terminated pursuant to Clause 42 in this section, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For additional conditions reg FORCE MAJEURE refer clause 39 Force Majeure of GCC.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.7 Suspension:

The Client may by written notice of suspension to the Firm, suspend all payments to the Firm hereunder if the Firm fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the Firm of such notice of suspension.

3.0 OBLIGATIONS OF THE FIRM:

3.1 General

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Firm or third parties.

3.2 Conflict of Interests

3.2.1 Firm Not to Benefit from Commissions, Discounts, etc.

The payment to the Firm shall constitute the Firm's sole remuneration in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Firm, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Firm, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Firm shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Firm in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Firm and Affiliates Not to engage in certain Activities

The Firm agree that, during the term of this Contract and after its termination, the Firm and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Firm nor their Sub-Firm nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Firm, their Sub-Firm, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the Client and Firm (all the personnel engaged in the activity) before signing of contract and any information is shared.

3.4 Insurance to Be Taken out by the Firm

The Firm (a) shall take out and maintain, and shall cause any Sub-Firm to take out and maintain, at their (or the Sub-Firm', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Firm's Actions Requiring Client's Prior Approval

The Firm shall obtain the Client's prior approval in writing before taking any of the following actions:

Any action that may be specified in the SCC.

3.6 Reporting Obligations

The Firm shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Firm to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Firm in accordance with Clause 3.6 of this section shall become and

remain the property of the Client, and the Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Firm by the Client or purchased by the Firm with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firm shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Firm, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4.0 FIRM'S PERSONNEL AND SUB-FIRM

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Firm' Key Personnel are described in Appendix C.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firm, it becomes necessary to replace any of the Key Personnel, the Firm shall forthwith provide as a replacement a person of equivalent or better qualifications with one month prior notice.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm as mentioned in SCC shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the client shall:
(a) issue to officials, agents and representatives of the client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
(b) assist the Firm and the Personnel employed by the Firm for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
(c) provide to the Firm, Personnel any such other assistance as may be specified in the SCC.

5.2 Services and facilities

The Client shall make available to the Firm and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in

Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Firm as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Firm for the performance of the Services as mentioned in SCC, (ii) the manner in which the Firm shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Firm as a result thereof.

6.0 PAYMENT TO THE FIRM:

6.1 Contract Price

The Contract price is set forth in the SCC. The Firm's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Firm in carrying out the Services described in Appendix A.

6.2 Terms and Conditions of Payment

Payments will be made to the account of the Firm and according to the payment schedule stated in the Section 5.16 and

7.0 SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

Additional conditions regarding Dispute Settlement are as defined in Clause 47, Settlement of Disputes.

8.0 TIME – THE ESSENCE OF THE CONTRACT

The timelines for the contract of "Availing Comprehensive Consultancy Services for BESCOM" as detailed in the scope of the works and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Firm shall so organize his Key Personnel and perform his work as to complete the work in stipulated timelines. The Firm shall complete the work in phases as detailed in the scope of work within 24 months from the date of issue of work award. However, consequent to delay in execution of works attributable to BESCOM, the Firm shall not be held responsible for the same.

8.1 Effectiveness of the contract

The Contract shall be considered as having come into force from the date of issue of DWA unless otherwise provided in the DWA.

8.2 Completion time guarantee

The Firm guarantees that it shall attain complete the scope of works specified in the bid documents within the Time for Completion specified in the bid documents.

8.3 Completion of the contract.

If the Firm fails to comply with the Time for Completion in accordance with GCC Clause 8.0 for the whole of the facilities, (or a part for which a separate time for completion is agreed if any) then the Firm shall pay to BESCOM as liquidated damages for such default and not as a penalty, without prejudice to BESCOM's other remedies under the Contract. Liquidated damages are as defined in GCC Clause 40.

9.0 GUARANTEES & LIABILITIES.

9.1 Guarantee/warranty

The consultant shall bear in mind that time is the essence of the Contract. If the consultant fails to complete the Scope of Work of the Project or any part thereof limited to the extent of work that will be carried out by the firm for "Availing Comprehensive Consultancy Services for BESCOM" during the 36 months, within the timeline defined in the contract, BESCOM shall recover from the consultant as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to BESCOM's other remedies under the Contract, the Liquidated damages are as defined in GCC Clause 40 FIRM'S DEFAULT/LIQUIDATED DAMAGES.

9.2 Taxes & duties

Except as otherwise specifically provided in the Contract, the Consultant shall bear and pay all taxes, duties and levies assessed on the Consultant, its Sub-Consultants, or their employees by all municipal, state or national government authorities in connection with the Project under the existing, amended, or enacted laws during period of this contract. The prices quoted by the Consultant shall be inclusive of all taxes, duties and levies.
Additional conditions regarding taxes and duties are as defined in Clause 1.17 Taxes and Duties.

10.0 PREPARATION / REVISION OF REPORTS AND DOCUMENTS

10.1 If during the performance of the Contract as mentioned in SCC, Engineer shall decide and inform in writing/or through mail to the Firm that the deliverables such as reports/recommendations/documents submitted to BESCOM are not meeting the expectations of the contract, the Firm on receiving notice of such defects or deficiencies shall at his own expense within Fifteen (15) days of receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, furnish revised reports/recommendations/documents up to the standards of the specifications as per BESCOM instructions without extra cost. In case, the Firm fails to do so, the Engineer may proceed to replace the reports/recommendations/documents so complained at the cost of the Firm. Payments will not be made against such work and will be deducted from the payments due to the firm.

10.2 In the event of emergency where in the judgment of the Engineer, delay would cause serious loss or damages, corrections or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the firm and the cost of such work shall be paid by the firm. In the event such action is taken by the Engineer, the Firm will be notified promptly and he shall assist where possible in preparation or making necessary corrections. This shall not relieve the Firm of his liabilities under the terms and conditions of the contract.

11.0 PATENT RIGHTS AND LOYALTIES

Royalties and Fees for Patents covering Articles, Intellectual property or Processes used in the Works shall be deemed to have been included in the Contract Price. Firm shall satisfy, all demands that may be made at any time for such Royalties or Fees and they alone shall be liable for any Damages or Claims for Patent infringements and shall keep the BESCOM indemnified in that regard. Firm shall, at their own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works and, in case of an Award of Damages, Firm shall pay for such Award. In the event of any Suit or other Proceedings instituted against BESCOM, the same shall be defended at the Cost and expense of Firm who shall also satisfy/comply with any Decree, Order or Award made against the BESCOM. Final Payment to Firm by BESCOM will not be made while any such Suit or Claim remains unsettled.

12.0 DEFENCE OF SUITS

If any action in court is brought against BESCOM or Engineer or an officer or agent of BESCOM, for the failure, omission or neglect on the part of the Consultant to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Consultant, his agents, representatives or his Sub-Firms, or in connection with any claim based on lawful demands of Sub-Firms, workmen, suppliers or employees, the Consultant shall in all such cases indemnify and keep BESCOM, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

13.0 LIMITATION OF LIABILITIES

Except in cases of gross negligence or wilful misconduct:

a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to BESCOM, and

b) The aggregate liability of the Consultant to BESCOM, whether under the Contract, in tort, or otherwise, shall not exceed 10% of the amount specified in the Contract Price.

14.0 ENGINEER'S DECISION

14.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Firm, give in writing a decision thereon.

14.2 If, in the opinion of the Firm, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Firm may file with the Engineer, within seven (7) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

14.3 Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Contract that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

15.0 POWER TO VARY OR OMIT WORK

15.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Firm except as directed in writing by the Engineer, but Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of Contract, by notice in writing to instruct the Firm to make such variation without prejudice to the Contract. Firm shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Firm, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer in charge confirms his instructions, the Firm's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

15.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Firm to enable him to work his arrangement, accordingly, and in cases where goods or documents are already prepared or any design, drawings or work done requires to be altered, then the firm shall revise/correct/prepare the documents at no cost to BESCOM.

15.3 In any case in which the Firm has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Firm, involve a claim for additional payment, the Firm shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

15.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Firm proceeds with the change.

15.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer in charge shall prevail.

15.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Firm, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of GCC clause 16 entitled 'Change of Quantity'. The Firm shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

16.0 CHANGE OF QUANTITY

During the execution of the Contract, BESCOM reserves the right to increase or decrease the Quantities of Key Personnel **(Full time resources)** under the Contract but without any change in unit Price or other Terms and Conditions. Such Variations, unless otherwise specified in the accompanying Bid document and or Technical Specifications, shall not be subjected to any limitations for the individual Key Personnel but the total

Variation in all such Key Personnel under the Contract shall be limited to a percentage of the Contract Price. BESCOM reserves the right to increase or decrease the ordered quantity by 25% of the Value of the Contract during the contract period. The firm shall provide the services of Key Personnel, if ordered, at the same agreed rates for respective categories as per contract. The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract.

17.0 COOPERATION WITH OTHER FIRMS AND SYSTEM INTEGRATORS.

The Firm shall agree to cooperate with BESCOM and other firms/stakeholders of the project. All correspondences related to this project shall be made by the consultants only with BESCOM. No data or document to be exchanged by the firm.

18.0 NO WAIVER OF RIGHTS

Neither the inspection by BESCOM or the Engineer or any of their officials, employees, or agents nor any order by BESCOM or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to BESCOM or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

19.0 CERTIFICATE NOT TO AFFECT RIGHT OF BESCOM AND LIABILITY OF THE FIRM

No interim payment certificate of the Engineer, nor any sum paid on account by BESCOM, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of BESCOM against the Firm or relieve the Firm of his obligation for the due performance of the Contract as mentioned in SCC, or be interpreted as approval of the works done or of documents furnished and no certificate shall create liability for BESCOM to pay for alterations, amendments, variations or additional works
not ordered, in writing, by the Engineer or discharge the liability of the Firm for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify BESCOM, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Firm.

20.0 PROGRESS REPORTS

As per clause 3.0 of Section 5.

21.0 CONTRACT PERFORMANCE SECURITY/GUARANTEE

21.1 The Firm shall furnish Contract Performance Guarantee for the proper fulfilment of the Contract in the prescribed form-2 within fifteen (15) days of issuance of 'Letter of Intent'.

21.2 Performance Bank Guarantee (PBG) shall be equal to 5% of the Contract Price. The Guarantee shall be valid till expiry of 90 (Ninety) days after the completion of the Contract period. In case of any changes in Security Deposit as per Government orders, Firm has to adhere to government orders.

21.3 PBG must be sent to the office of the undersigned directly by the Banker. In the event of the firm failing to deposit such security within the prescribed date BESCOM shall have full discretion to cancel the LOI and black list the firm at the discretionary of BESCOM.

21.4 All charges what so ever such as premium, commission etc., with respect to Performance Bank Guarantee shall be borne by the firm.

21.5 Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been no due in performance of the obligations of the Firm under the contract. However, no interest shall be payable on the PBG.

21.6 In the event of the firm being unable to service the contract for whatever reason, BESCOM shall have the right to invoke the PBG. BESCOM shall notify the Firm in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Firm is in default.

21.7 BESCOM shall also be entitled to make recoveries from the Firm bills, liquidated damages or any other payment due, in case of any error/omission on firm's part.

22.0 TERMS OF PAYMENT

22.1 Payment will be processed on quarterly basis throughout the contract duration against submission of duly signed quarterly invoices in triplicate.

22.2 Payment shall be made at the Office of GM(ICT and MIS), Corporate Office, BESCOM upon submission of invoices duly certified and countersigned by the concerned BESCOM officials.

22.3 The firm shall submit invoices for the **On-Need Basis resources** in the corresponding quarterly invoice, considering the availability and deployment of such resources during the respective quarter .

22.4 BESCOM shall verify the bill and supporting documents after receipt of invoice from the Firm. BESCOM shall release the payment after deducting applicable taxes, penalties/liquidated damages and any other recoverable. All the payments made by BESCOM will be in Indian Rupee only. No payment made by BESCOM herein shall be deemed to constitute acceptance by BESCOM of the goods or services or any part(s) thereof.

22.5 If any excess payment has been made by BESCOM due to difference in quoted price in the proposal and Firm's invoice, BESCOM may without prejudice to its rights recover such amounts by other means after notifying the Firm or deduct such excess payment from any payment subsequently falling due to the Firm.

22.6 At its own discretion, BESCOM shall make payments either through crossed bank cheque or electronic bank transfer.

22.7 Wherever applicable, tax deduction certificates shall be issued at the end of every quarter against deduction of statutory taxes.

22.8 Services provided, and/or expenses incurred that exceed the maximum contract sum without BESCOM's written consent will be at Firm's financial risk and BESCOM shall not be obligated to pay for any such services or expenses.

22.9 No partial payment by BESCOM shall constitute or be construed as final acceptance or approval of any services or as a release of any of Firm's obligations or liabilities with respect to such services.

22.10 Deliverables by the Firm:

As per clause no 3.0 Section-5 of Terms of Reference.

22.11 Timelines for deliverables by the firm:

As per clause no 3.0 & 4.0 Section-5 of Terms of Reference.

23.0 EXCEPTIONS TO PAYMENT:

Regardless of any other provision of this contract, BESCOM shall not be obligated to make any payment requested by Consultant under this contract if any of the following conditions precedent exists:

a. Consultant is in breach or default under this Contract;
b. The requested payment includes services not performed in accordance with this Contract; provided, however, payment shall be made for the balance of the services that are performed in accordance with this Contract;
c. The Total of Consultant's invoices exceed the maximum contract sum.

24.0 REVIEW OF WORK:

BESCOM will review the Consultant's documents at the completion of each stage as described in the scope of work. BESCOM's review/ comments/decisions regarding the documents will be furnished to the Consultant in a reasonably prompt manner. BESCOM will notify the Consultant in writing of any material error or omission or other defect in the project or any conflict in the contract documents that BESCOM becomes aware of, but BESCOM shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

25.0 TIME FOR RESPONSE:

BESCOM shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services and of the Work.

26.0 ACCEPTANCE OF WORK:

Agreement –All work performed under this Contract shall be completed to the satisfaction of the BESCOM's representative assigned to the project. The BESCOM's representative shall decide all questions regarding Consultant's performance under the Contract and such decisions shall be final and conclusive.

27.0 CORRECTION OF WORK:

Consultant's services shall be reasonably accurate and free from material errors or omissions. Upon notice, Consultant shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to BESCOM. Should Consultant's services not conform to the requirements of this Contract and the Scope of work as determined by the BESCOM's representative, BESCOM may inform the Consultant in writing to re-perform such services at no additional expense to the BESCOM or deduct the fees for such services from any other fees payable to the Consultant.

28.0 PHASING:

Consultant shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the BESCOM in writing, except at the Consultant's own financial risk. It is the responsibility of Consultant to arrange logistics, computers, etc that are required for site visits and carrying out the scope of works defined above.

29.0 LIABILITY:

BESCOM's approval or acceptance of Consultant's services will not release the Consultant from any liability for such services because BESCOM is, at all times, relying upon Consultant's skill and knowledge in performing the services listed in the scope of works.

30.0 REPRESENTATIVE:

Consultant shall designate a representative primarily responsible for its services under this Contract. The designated representative shall act on behalf of Consultant with respect to all activities in the Consultant's scope of work and shall be available as required for the benefit of the project and the BESCOM. The designated representative shall not be changed without prior approval of the BESCOM, which approval shall not be unreasonably withheld.

31.0 DOCUMENTATION:

Consultant shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. Consultant shall bear the cost of providing all plans, specifications and other documents used by the Consultants. Consultant shall not claim for any compensation of account of no/less work or any damages incurred during the tenancy of the hired service.

32.0 PENALTY

I. If failed to perform/ submit any or all of the Services (milestone/ deliverables/ Phases/ project reports) within the period specified in the Contract, BESCOM may without prejudice to all its other remedies under the Contract, impose penalty of 0.5% per week subject to maximum of 10% value of contract value.
II. Penalty will be applicable for not adhering to Service Level Requirements (SLR) as defined in Clause 4.0 of Terms of Reference.

III. Whenever a document/task is submitted for review/preparation and recommendation, the Consultant shall review/prepare and submit its recommendation to BESCOM in an expeditious and timely manner as is consistent with professional standards, but not exceeding fifteen days from the date of task submission by BESCOM. In the event of delay in submission of document/recommendation beyond 15 days, a penalty of amount equivalent to ½ percent of the monthly charges inclusive of taxes per week of delay subject to a maximum of 10% of the contract value will be recovered /deducted from the invoice or PBG submitted by the firm.

33.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which BESCOM may have paid, for which under the Contract the Firm is liable, will be claimed by BESCOM. All such claims shall be billed by BESCOM to the Firm regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Firm to properly identify such claims. Such claims shall be paid by the Firm within thirty (30) days of the receipt of the corresponding bills and if not paid by the Firm within the said period, BESCOM may then deduct the amount, from any money due or becoming due by him to the Firm under the Contract or may be recovered by sections of Law or otherwise.

34.0 TRANSFER OF TITLE

In case, if any part of the entity which is involved in the contract is sold out/dissolution of Partnership occurs during execution of contract, which affects the successful completion of the project, BESCOM will levy additional 10% of Contract Value as Additional Security deposit. This Additional Security deposit will be returned after successful completion of the contract.

35.0 INSURANCE

The Firm

a) shall at its own expense take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub-Consultant', as the case may be) own cost but on terms and conditions approved by the BESCOM, insurance against the risks, and for the coverage; and

b) at BESCOM's request, shall provide evidence to the BESCOM showing that such insurance has been taken out and maintained and that the current premiums have been paid.

36.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Consultant shall be responsible for loss or accidents which might arise owing to non – observation of safety requirements or else wise by its staff during delivering the scope of works.

37.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage, and other expenses incurred while delivering the scope of works shall be to the account of the Consultant.

38.0 FIRST AID

To deal with emergency/accidental eventualities at works site, the Consultant shall make all such arrangements necessary, such as services of an ambulance, etc. for transportation to hospital at its cost.

39.0 FORCE MAJEURE

Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays BESCOM or the Consultant in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care or complied with prudent utility practices.

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or
b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, epidemics, employee strikes or
c) Any event or circumstance of a nature analogous to any of the above.

40.0 FIRM'S DEFAULT/LIQUIDATED DAMAGES

40.1 The firm/consultant shall bear in mind that time is the essence of the Contract. If the consultant fails to complete the Scope of Work of the Project or any part thereof limited to the extent of work that will be carried out by the firm within the timeline defined in the contract, BESCOM shall recover from the consultant as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the BESCOM's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by BESCOM due to delays by the consultant are the basic criteria. In such cases, a nominal LD i.e., a sum equivalent to half percent (0.5%) of the total Contract Price for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project will be recovered.

40.2 The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the consultant. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the consultant but the BESCOM has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable from the Consultant.

40.3 The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total Contract Price. If the amount of LD exceeds this limit, BESCOM reserves right to forfeit the Performance Bank Guarantee defined in Clause 21.2 Contract Performance Bank Guarantee and terminate the Contract.

41.0 SUSPENSION OF WORK

BESCOM reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by BESCOM to the Firm in writing. The time for Completion of the Works will be extended for a period equal to duration of the suspension. Any necessary demonstrable cost incurred by the firm as a result of such suspension of the works will be paid by the BESCOM, provided such costs are substantiated to the satisfaction of BESCOM. BESCOM shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the firm. Firm shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of works as aforesaid.

42.0 TERMINATION OF CONTRACT

42.1 By BESCOM

BESCOM may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 43.1 and sixty (60) days' in the case of the event referred to in (e):

a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as BESCOM may have subsequently approved in writing;

b. if the Consultants (or any of their Members) become insolvent or bankrupt;

c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d. if the consultant, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

e. if BESCOM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

42.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to BESCOM, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 43.2:

a. If BESCOM fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
b. If BESCOM is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by BESCOM of the Consultants' notice specifying such breach;

c. If, as the result of Force Majeure, the Consultants are unable to perform the services for a period of not less than sixty (60) days.

42.2.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 43.0 , or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except :

i. such rights and obligations as may have accrued on the date of termination or expiration;
ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii) any right which a Party may have under the Applicable Law.

42.2.2 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 43.0 hereof, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Client, the Firm shall proceed as per contract.

42.2.3 Payment upon Termination

Upon termination of this Contract pursuant to Clause 43, the Client shall make the following payments to the Firm:

a. Payments pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
b. except in the case of termination, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

43.0 FRUSTRATION OF CONTRACT

43.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in clause 47 below.

43.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of wilful or flagrant breach by BESCOM and/or Firm) then the works under the Contract shall be suspended.

43.3 Furthermore, if BESCOM is unable to make satisfactory alternative arrangements for financing to the Firm in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

43.4 In the event referred to in sub-clauses 48.1 & 48.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "Quantum merit" basis, which shall be determined by mutual agreement between the parties.

44.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Firm or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any

other Contract with BESCOM, shall in addition to any criminal liability which it may incur, subject the Firm to the cancellation of this and all other Contracts and also to payment of any loss or damage to BESCOM resulting from any cancellation.
BESCOM shall then be entitled to deduct the amount so payable from any money otherwise due to Firm under the Contract.

45.0 CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

BESCOM and the Consultant shall keep confidential and shall not, without the written consent of the other Party here to, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
The Consultant, their Sub-Consultant, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BESCOM business or operations without the prior written consent of BESCOM. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the parties before signing of contract and any information is shared.

46.0 CONSULTANT'S STAFF AND THEIR CONDUCT

The Consultant on award of Project shall deploy qualified professionals as required for executing this Project. The terms and conditions regarding the Consultant staff and their conduct are as below:

If at any time the Project is materially delayed by Consultant and, in the reasonable opinion of BESCOM, any additional, qualified, experienced professionals are considered necessary to timely complete the Project, they shall be deployed by the Consultant without any additional charge, subject to the provisions regarding delay and extension. The Consultant shall ensure competent and efficient supervision of the services to the satisfaction of the BESCOM

The Consultant shall be solely responsible for the proper behavior of his employees and staff employed by him/deputed by him to provide consultancy services. The Consultant shall exercise proper degree of control over them and in particular without prejudice to the said generality the Consultant shall be bound to prohibit/prevent any of his employees (as stipulated above) from trespassing or acting in anyway detrimental or prejudicial to the interest of the community or the properties or occupiers of land or properties in the neighbourhood. In the event of such trespassing, the Consultant shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the BESCOM upon any matter arising under this clause shall be final.

If and required by BESCOM, all Consultant's personnel entering upon the BESCOM's premises shall be properly identified by badges of a type acceptable to the BESCOM which must be worn at all times on the BESCOM's premises.

47.0 SETTLEMENT OF DISPUTES

47.1 A Party claiming that a Dispute has arisen under this Contract must give the other Party a written notice of the particulars of the Dispute.

47.2 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

47.3 If any dispute or difference of any kind, whatsoever, shall arise between BESCOM and the Consultant, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, be referred to and settled by the Managing Director, BESCOM who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to BESCOM and the Consultant.

47.4 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Consultant who shall proceed with the Works with all due diligence, whether he or BESCOM requires arbitration as hereinafter provided or not.

47.5 If after the Managing Director, BESCOM has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

47.6 In the event of the Managing Director, BESCOM failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either BESCOM or the Consultant being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

48.0 ARBITRATION

48.1 All disputes or differences in respect of which the decision, if any, of the Managing Director, BESCOM has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

48.2 A Party claiming that a Dispute has arisen under this Contract must give the other Party a written notice of the particulars of the Dispute.

48.3 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

48.4 If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

48.5 The arbitral procedure shall be conducted in English language.

48.6 The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

48.7 During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

48.8 The award of the arbitrator shall be final and conclusive and binding upon the parties.

48.9 The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this Contract.

48.10 No decision given by the Managing Director, BESCOM in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

49.0 RECONCILIATION OF ACCOUNTS

The Firm shall prepare and submit every three (3) months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with BESCOM.

50.0 NOTICES

Refer 1.14 of GCC.

51.0 COMPLIANCE WITH LAWS AND REGULATIONS

The laws and regulations which are applicable to the Consultant and under which the Contract is to be constructed shall be the prevailing Indian Laws and Regulations. The other terms and conditions regarding compliance with laws and regulations are as below:

a) The Consultant shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.
b) The Consultant shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act, Right to Information Act, and other relevant Statutes.
c) All liabilities arising out of the non-compliance of the Law of the Land by Consultant or its personnel will have to be borne by the Consultant, and the BESCOM will not be responsible in any manner whatsoever for the same.
d) The Contract shall in all respect be construed and interpreted in accordance with the Laws in force in India, including any such Laws passed or made or coming into force during the period of the Contract.
e) All obligations of the parties created hereunder are enforceable in Courts of Bangalore. Bangalore shall be the sole venue for any legal action to enforce this contract.

52.0 SEVERABILITY

Should any provision(s) of this Contract Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract Agreement shall be construed as if the invalid or unenforceable provision had not been included.

6.3 III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.14	The addresses of Client: The General Manager (ICT & MIS), 5th floor, Belaku Bhavana Corporate office, BESCOM, K.R Circle, Bangalore-560001 E-mail: gmit@bescom.co.in
1.14	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery. (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
1.16	• The General Manager (Ele), ICT &MIS BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. • Firm shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution • The authorized representatives for client: The General Manager (Ele), ICT &MIS, BESCOM
1.17	The service is inclusive of GST and applicable taxes and The Firm shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.3, 8.1, 1.12.6	The date on which this Contract shall come into effect is: Date of issue of Detailed Work Award (DWA)
8.0, 2.4	The Firm shall begin carrying out the Services immediately after the date the Contract becomes effective.
2.4	This contract shall be valid for a period of 2 years from the date of issue of DWA with provision of extension by additional 1+1 years. For the extended period, increment is provisioned, and it will be determined as per the consumer price index on 1st April of the financial year after the completion of the 2 years.

1.7,4.0, 5.2, 10.0, 19.0	(e) Performance of Firm: I. Firm is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works firms. Any failure of Firm in notifying to the Client and work firm on non-compliance of the work contract agreement and other schedules by the work firm, non- adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference amounts to non-performance of the Firm. In such a condition, Client has the right to encash the performance security and terminates the contract. II. If the Firm fails to deploy the key and sub key manpower as agreed in the terms of reference, will amount to non-performance of firm. In such a condition, Client has the right to encash the performance security and terminates the contract. III. During the execution of works; if the Firm fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Firm team the same shall be treated as non-performance of contract.
35.0	The risks and the coverage's shall be: 1. Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988, in respect of motor vehicles operated in India by the Firm or their Personnel or any Sub-Firm or their Personnel, for the period of Consultancy; 2. Third Party liability insurance for the period of Contract; 3. Client's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; 4. Professional liability insurance, with a minimum coverage equal to total contract value for this contract; and 5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firm' property used in the performance of the Services, and (iii) any documents prepared by the Firm in the performance of the Services.

3.5	As defined in Terms of Reference (TOR).
3.3	The Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
22.0	The amount of Contract is the approved cost of the service inclusive of applicable GST. Payments shall be made on quarterly basis as detailed in 6.2 payment Schedule and Section 22 of GCC upon submission of deliverable documents along with 1.Attendance of the Key Personnel /Key Personnel utilization report 2. Work Completion Report/ Quarterly Status Reports, 4. Monthly Progress reports. • The Firm shall submit the bill in approved proforma (one original and three copies) in accordance with the Contract Agreement and agreed billing schedule in Work award to the successful bidder enclosing necessary supporting documents. The documents to be submitted will be mutually agreed between selected Bidder and BESCOM during Contract signing. • Except as otherwise specifically provided in the Contract, the Firm shall bear and pay all taxes, duties and levies assessed on the Firm, its Sub-firms or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Firm shall be inclusive of all taxes, duties and levies. The taxes, duties and levies (including abatement/taxable composition, if any) as applicable will be paid to the Firm against documentary evidence. • Payment will be made as per conditions in the letter of Award to the successful bidder. • The Client shall verify the bill and supporting documents after receipt of bill from the Firm. The Client shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by the Client will be in Indian Rupee only. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of the goods or services or any part(s) thereof. • If any excess payment has been made by the Client due to difference in quoted price in the proposal and Firm's invoice, the Client may without prejudice to its rights recover such amounts by other means after notifying the Firm or deduct such excess payment from any payment subsequently falling due to the Firm. • At its own discretion, the Client shall make payments either through crossed bank cheque or electronic bank transfer. • Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes

	• Payment will be arranged by Assistant General Manager (F&C), ICT & MIS, BESCOM upon submission of invoices by the firm duly certified by Manager(IT), Assistant General Manager (IT) and Deputy General Manager (IT) and Counter Signed by General Manager (ICT & MIS). • BESCOM reserves the right to forfeit the Performance Bank Guarantee and terminate the contract if the firm fails to commence the first time & second time assessment activity on the date intimated by BESCOM. • The total penalty shall not exceed 10% of the contract value.
6.0, 47.0, 48.0,	**LAW, JURISDICTION, DISPUTES RESOLUTION AND ARBITRATION** a. Party claiming that a Dispute has arisen under this Agreement must give the other Party a written notice of the particulars of the Dispute. b. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. c. If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed). d. The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language. e. The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally. f. During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to g. carry out their respective obligations under the contract. h. The award of the arbitrator shall be final and conclusive and binding upon the parties. i. The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.
21	**PERFORMANCE BANK GURANTEE:** The Firm shall provide guarantee for the performance of the contract within 15 days after the receipt of the Letter of intent (LOI). The Performance bank

	guarantee shall be in the form of an unconditional Bank guarantee issued by a scheduled bank located in India amounting to 5% of the Contract value and in the format prescribed or in such other format as may be agreed between the client and the firm. The cost and complying with the requirement of this clause shall be borne by the firm. No interest will be payable on the Performance security. 8.2 The Performance Bank Guarantee shall be valid until the firm has executed and completed the works therein in accordance with the Contract at least for a period of 90 days after the project completion. 8.3 Claims Under Performance Guarantee Prior to including a claim under the performance Guarantee the Client shall in every case notify the firm stating the nature of the default in respect of which the claim is made
32	**Penalty:** Penalty is applicable as specified in clause 32 of GCC. **Liquidated Damages:** The Firm should bear in mind that time is the essence of the Contract. If the Firm fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 40 of GCC, the Client shall recover from the Firm as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the Client's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the Client due to delays by the Firm are the basic criteria. The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the Firm. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Firm but the Client has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable from the Firm. However, in such cases, a nominal LD as described in this clause will be recovered. Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price in Price Bid for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total price in Price Bid. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.
22.10	**Time period for various activities**: Refer: Terms of Reference

6.4 IV. APPENDICES

Appendix A: Description of the Services

Refer: Section-5: Terms of reference.

Appendix B: Deliverables by Firm and performance of Firm

Refer: Terms of reference.

Appendix C: Key Personnel

Refer: Letter of Invitation and Terms of reference.

Appendix D: Services and Facilities to be provided by the Client

Refer: Section-5: Terms of reference.

Appendix E: Breakdown of Contract Price in Indian Rupees (Not Applicable)

Refer: Section-4: Financial proposal submission form

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)
Refer: Appendix F format given in this section

Appendix G: PROFORMA OF LETTER OF UNDERTAKING
Refer: Appendix G format given in this section

Appendix H: No Deviation Certificate
Refer: Appendix H format given in this section

Appendix I: PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN BLACKLISTED

Refer: Appendix I format given in this section

Appendix J: PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS
Refer: Appendix J format given in this section

Appendix K: Banker's Certificate

Refer: Appendix K format given in this section

APPENDIX F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: …… Bank Guarantee:……Date: ……

To,
The General Manager (ICT & MIS),
5th floor, Belaku Bhavana
Corporate office, BESCOM,
K.R Circle, Bangalore-560001

WHEREAS……[Name and address of Firm] hereinafter called "the Firm") has undertaken, in pursuance of Contract No. …… dated …… to provide the services on terms and conditions set forth in this Contract for providing "Comprehensive Consultancy Services for BESCOM" for a period of 2 years. Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Firm shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Firm such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Firm up to a total of …… [amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Firm before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to

Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…….. all our liability under this guarantee shall cease.

This guarantee shall be valid until 90 days from the date of expiry of the Defects Liability Period.

Signature and Seal of the Guarantor…… In presence of
Name and Designation
(Name, Signature &Occupation)
Name of the Bank
Address
(Name & Occupation)
Date……

Note: This format is for the information of the firm and is not to be completed and uploaded on the KPP portal.

APPENDIX G:

PROFORMA OF LETTER OF UNDERTAKING
(To be executed on Non-Judicial paper of requisite value)

Ref …… Date …….

TO

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).

   b. Notice Inviting Tender.
   c. Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder",
      "General Terms & Conditions of Contract (GCC)"
   d. Special Conditions of Contract (SCC) along with Annexure …… to …….
   e. Technical Specifications.

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

3. I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:	Signature along with Seal of Co.
	…….
Signature	(Duly authorized to sign the
Date:	Tender On behalf of the

Name & Address Firm)
Name .....
Designation .....
Name of Co ..... (in Block Letters) *Strike out whichever is not applicable.

APPENDIX H: NO DEVIATION CERTIFICATE
(To be uploaded on the Bidder's letter head)

Bidder's Name & Address:
To,
The General Manager (ICT & MIS),

5th floor, Belaku Bhavana

Corporate office, BESCOM,

K.R Circle, Bangalore-560001

With reference to our Bid Proposal No……. dated …….. for ……, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) Terms of Payment:
Clause 22 of General Conditions of Contract-GCC and 6.0 of Terms of Reference.
b) Bid Security /EMD:
Clause 4.2 of Section 2 - Instruction to Bidder-ITB
c) Contract Performance Guarantee.
Clause 21 of General Conditions of Contract-GCC
d) Penalty for Delay.
Clause 32 of General Conditions of Contract-GCC

We further confirm that any deviation to the above Clauses at SL. No. (a) to (d) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to

Date: Signature along with Seal of Co.
……

(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

Appendix I: PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN BLACKLISTED IN SUPPLIES/ SERVICES/ INSTALLATION AND COMMISSIONING (Bidder shall upload notarized Self-Declaration)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Ref …… Date …….

NOT BLACK LISTED DECLARATION

To,

The General Manager (ICT & MIS),

5th floor, Belaku Bhavana

Corporate office, BESCOM,

K.R Circle, Bangalore-560001

Sir,

Sub: Tender Enquiry No. _____to providing "Comprehensive Consultancy Services for BESCOM" for a period of 2 years"

We hereby declare that, we have not been black listed in supplies/services /installation and commissioning against Purchase orders/Work Awards placed by any ESCOMs / any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date: Signature along with Seal of Co.

……

(Duly authorised to sign the Tender On behalf of the Bidder)

Name .....

Designation .....

Name of Co ..... (in Block Letters)

Appendix J: PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

(Bidder shall upload notarized Self-Declaration)
Ref ……. Date …….

To,
The General Manager (ICT & MIS),

5th floor, Belaku Bhavana

Corporate office, BESCOM,

K.R Circle, Bangalore-560001
Dear Sirs,
I*/We* have read and examined the requirement of the tender condition relating to the Tender Enquiry No. ……. for …….. (full scope of Work).

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of Detailed work Award in terms of provisions of clause entitled " Award of Contract " Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.

……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……

Name of Co ..... (in Block Letters)

*Strike out whichever is not applicable.

Please Note: Among the above two declarations, only one which is applicable is to be declared

Appendix K: Bankers Certificate

(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl. No.) Place
Date:
To:
[Name & Address of the beneficiary]

This is to certify that M/s._____ (name of the Customer) having their registered/administrative office at _____ is a customer of our Bank and is engaged in _____ (nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirement towards the execution of the _____ (brief details of works) as per the Loan Policy of the Bank:

SI No	Type of facility	Amount in Rs (As on Date of issue Certificate)		
(1)	Cash at Bank	Rs		
(2)	Term Deposits	Rs		
(3)	Fund based Credit facility (includes Overdraft)	Sanctioned Limit	Utilized amount	Available Balance amount
		Rs.....	Rs.....	Rs.....

Note: - Date of the Certificate
liquid Assets as on last date of previous month of tender inviting date or later before submission of the bid.

Yours faithfully,
BRANCH MANAGER.